

*In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, under existing laws, interest on the Notes (as hereinafter defined) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, under existing laws, interest on the Notes is exempt from income taxation in the State of Indiana (the "State"), except for the financial institutions tax. See "TAX MATTERS" and Appendix C herein.*

**\$518,585,000**  
**INDIANA BOND BANK**  
**Advance Funding Program Notes**  
**Series 2008 A**

**Dated:** Date of Delivery

**Due:** as shown below

The Advance Funding Program Notes, Series 2008 A (the "Notes"), to be issued by the Indiana Bond Bank (the "Bond Bank") pursuant to a Note Indenture, dated as of January 1, 2008 (the "Indenture"), between the Bond Bank and The Bank of New York Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), will bear interest from the date of delivery of the Notes at the rate per annum and will mature on the date and in the principal amount set forth below. The Notes will be issued only as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. When issued, the Notes will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interest in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the "Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Notes. Interest on the Notes is payable at maturity, and such interest, together with the principal of the Notes, will be paid directly to DTC so long as the Notes are held in book-entry-only form. The final disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, all as defined and more fully described herein. See "DESCRIPTION OF THE NOTES —Book-Entry-Only System."

The Notes are not subject to redemption prior to maturity.

The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank and are issued under and secured by the Indenture, all pursuant to the laws of the State, particularly Indiana Code 5-1.5 (the "Act"), for the purpose of providing funds to purchase tax anticipation obligations (the "Warrants") of certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) (the "Qualified Entities") which are authorized under Indiana law to issue Warrants in anticipation of the receipt of property taxes described in Indiana Code 6-1.1 ("Ad Valorem Property Taxes") levied and in the course of collection for the Qualified Entities (and (a) in the case of school corporations, which may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions in the course of collection and (b) in the case of a township, which may, in addition, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before December 31, 2008) during 2008. The principal of and interest on the Notes are payable from the proceeds of payments from Warrants and other moneys held under the Indenture, including funds made available by the Credit Facility and the Investment Agreement, each as defined and described herein. As a condition to participating in the Bond Bank's advance funding warrant purchase program (the "Program"), each Qualified Entity has been required to enter into an Agreement, as defined and described herein, with the Bond Bank requiring, among other things, that the Qualified Entity pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection to pay principal of and interest on all of its Warrants purchased under the Program on their respective maturity dates.

**The Notes are limited obligations of the Bond Bank payable solely out of the revenues and funds of the Bond Bank pledged therefor under the Indenture, as more fully described herein. The Notes do not constitute a general or moral obligation of the Bond Bank and a debt service reserve will not be maintained by the Bond Bank for the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution and laws of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power.**

**MATURITY SCHEDULE**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
January 30, 2009	\$518,585,000	3.00%	2.10%

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Notes are being offered when, as and if issued by the Bond Bank and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on for the Bond Bank, by special issuer's counsel, Baker & Daniels LLP, Indianapolis, Indiana, for each of the Qualified Entities, by their bond counsel, Bingham McHale LLP, Indianapolis, Indiana, for the provider of the Credit Facility, The Bank of New York, by its counsel, Emmet, Marvin & Martin, LLP, New York, New York, and for the Underwriters by their counsel, Mayer Brown LLP, Chicago, Illinois. It is expected that the Notes will be available for delivery to DTC in New York, New York, on or about January 31, 2008.

**JPMorgan**

**Banc of America Securities LLC**  
**Fifth Third Securities, Inc.**

**City Securities Corporation**  
**NatCity Investments, Inc.**

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOND BANK OR BY THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF ANY OF THE NOTES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN PROVIDED BY THE BOND BANK AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE OF THE NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION PRESENTED HEREIN SINCE THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

**THE NOTES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BOND BANK AND THE TERMS OF THE OFFERING, INCLUDING THE MERIT AND RISK INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE NOTES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

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## **OFFICIAL STATEMENT**

**\$518,585,000**

**Indiana Bond Bank  
Advance Funding Program Notes  
Series 2008 A**

### **INTRODUCTION**

The purpose of this Official Statement, including the cover page and the appendices, is to set forth certain information concerning the issuance and sale by the Indiana Bond Bank (the “Bond Bank”) of its \$518,585,000 aggregate principal amount of Advance Funding Program Notes, Series 2008 A (the “Notes”). The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank on November 13, 2007, and are issued under and secured by a Note Indenture dated as of January 1, 2008 (the “Indenture”), between the Bond Bank and The Bank of New York Trust Company, N.A., St. Louis, Missouri, as trustee, registrar and paying agent (the “Trustee”), all pursuant to the laws of the State of Indiana (the “State”), particularly Indiana Code 5-1.5 (the “Act”).

#### **The Program**

The Bond Bank has previously established and is continuing a program (the “Program”) to purchase tax anticipation obligations (the “Warrants”) issued by certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) which are authorized under Indiana law to issue warrants (the “Qualified Entities”). The Program provides a mechanism for financing all or a portion of anticipated cash flow shortfalls in one or more funds of the Qualified Entities during 2008 for which property taxes described in Indiana Code 6-1.1 (“Ad Valorem Property Taxes”) in the course of collection have been budgeted, levied and appropriated for the payment of expenses of such funds. The proceeds from the sale of the Notes will be used to pay all or a portion of (i) the purchase price of the Warrants of the Qualified Entities, (ii) the fees to establish and provide a stand-by credit facility (the “Credit Facility”) from The Bank of New York (the “Bank”), as security for the payment of a portion of the Notes, and (iii) the costs of issuance of the Notes including Underwriters’ discount. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — The Qualified Entities and the Warrants” herein for a discussion of the Qualified Entities. The proceeds of the Warrants will provide funds in anticipation of the receipt by such Qualified Entities of Ad Valorem Property Taxes levied and in the course of collection (and (a) in the case of school corporations, in addition, in the sole discretion of the Bond Bank, in anticipation of State tuition support distributions in the course of collection and (b) in the case of a township, in addition, in the sole discretion of the Bond Bank, in anticipation of other revenues to be received by the township on or before December 31, 2008) during 2008. As of the date of the issuance of the Notes, each of the Qualified Entities will have entered into a Warrant Purchase Agreement (each, an “Agreement” and collectively, the “Agreements”) with the Bond Bank governing the issuance of the Warrants by the Qualified Entities and the terms of purchase thereof by the Trustee on behalf of the Bond Bank. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

## **Security and Sources of Payment for the Notes**

The Notes will be issued under and secured by the Indenture. The principal of, and interest on, the Notes are payable from those revenues and funds of the Bond Bank which, together with the Warrants, are pledged pursuant to the Indenture for the benefit of the owners of the Notes without priority. The Notes do not constitute a general or moral obligation of the Bond Bank. The Bond Bank will not maintain a debt service reserve for the Notes and the provisions of Indiana Code 5-1.5-5, pertaining to a moral obligation of the Indiana General Assembly to replenish a debt service reserve, do not apply to the Notes. Neither the faith, credit nor taxing power of the State or any political subdivision thereof, including the Qualified Entities, is pledged to the payment of the principal of or interest on the Notes. The Notes are not a debt, liability, or loan of the credit of the State or any political subdivision thereof, including the Qualified Entities. The Bond Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Notes are issued and secured separately from all other obligations issued by the Bond Bank.

The Notes are secured by the pledge of the Trust Estate established under the Indenture (the “Trust Estate”), which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility. All Notes will be secured equally and ratably by all of the foregoing. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES.”

The principal source of payment on the Notes will be the principal and interest payments received by the Bond Bank from the Qualified Entities under the Warrants. The principal of and interest on the Warrants are payable out of certain Ad Valorem Property Tax revenues as further described under the caption, “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Provisions for Payment of the Warrants.” The principal of and interest on the Warrants may also be payable from tuition support distributions from the State to be received by certain Qualified Entities which are school corporations. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Provisions for Payment of the Warrants” and “THE PROGRAM — Program Participation and Borrowing Limits.”

It is anticipated that the proceeds of the Notes will be used to purchase Warrants under the Program from the Qualified Entities described in, and in the amounts set forth in, Appendix A of this Official Statement. The Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

The Indenture provides that the Bond Bank will establish and maintain the Credit Facility with the Bank in the amount of \$54,451,425, to secure the payment of a portion of the principal of and interest on the Notes, subject to reduction for amounts paid from time to time by the Bank for deposit into the General Fund pursuant to the provisions of the Indenture. See “SECURITY

AND SOURCES OF PAYMENT FOR THE NOTES — Credit Facility.” The Credit Facility will be pledged under the Indenture as part of the Trust Estate.

Full payment of the principal of and interest on the Notes is dependent upon investment earnings being realized on Warrant payments invested by the Bond Bank. It is expected that the Bond Bank will invest Warrant payments pursuant to the Investment Agreement by and between the Financial Institution (as defined in Appendix B-1) and the Trustee, as acknowledged and accepted by the Bond Bank, which Investment Agreement provides for a fixed rate of return expected to produce such investment earnings. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — The Investment Agreement.”

### **The Notes**

The Notes will mature on January 30, 2009 in the amount set forth on the cover hereof. Interest on the Notes will accrue over time at the rate per annum set forth on the cover hereof and will be payable upon the maturity of the Notes. The Notes will be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. See “DESCRIPTION OF THE NOTES — General Description.”

When issued, the Notes will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interest in the Notes. For so long as the Notes are held in book-entry-only form, interest on the Notes, together with principal of the Notes, will be paid by the Trustee directly to DTC. Neither the Bond Bank nor the Trustee will have any responsibility for a Beneficial Owner’s receipt from DTC or its nominee, or from any Direct Participant (as hereinafter defined) or Indirect Participant (as hereinafter defined), of any payments of principal or interest on any of the Notes. See “DESCRIPTION OF THE NOTES — Book-Entry-Only System.”

If the Notes are no longer registered in the name of DTC or its nominee, the Notes may be transferred or exchanged by any Noteholder or any Noteholder’s duly authorized attorney at the principal corporate trust office of the Trustee, to the extent and upon the conditions set forth in the Indenture, including the payment of a sum sufficient to cover any tax, fee or other governmental charge for any such transfer or exchange that may be imposed upon the Bond Bank or the Trustee. See “DESCRIPTION OF THE NOTES — Transfer or Exchange of the Notes.” For so long as the Notes are registered in the name of DTC or its nominee, the Trustee will transfer and exchange the Notes only on behalf of DTC or its nominee. Neither the Bond Bank nor the Trustee will have any responsibility for transferring or exchanging any Beneficial Owners’ interests in the Notes. See “DESCRIPTION OF THE NOTES — Book-Entry-Only System.”

### **The Bond Bank**

The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the

State, but is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bond Bank is governed by a Board of seven Directors, including the Treasurer of the State, who serves as Chairman Ex Officio, and the Public Finance Director of the State, who serves as a Director Ex Officio and five additional Directors, each appointed by the Governor of the State.

Under separate trust indentures and other instruments authorized under the Act, the Bond Bank has previously issued and had outstanding as of January 1, 2008, an aggregate principal amount of approximately \$3,006,100,000 in separate program obligations. Additionally, as of the date of this Official Statement, the Bond Bank is considering undertaking other types of financing for qualified entities for purposes authorized by and in accordance with the procedures set forth in the Act. The obligations issued by the Bond Bank in connection with any and all such financings, if any, will be secured separately from the Notes and will not constitute Notes under the Indenture or for purposes of this Official Statement.

## **The Act**

Pursuant to the Act, the purpose of the Bond Bank is to assist “qualified entities,” defined in the Act to include political subdivisions, as defined in Indiana Code 36-1-2-13, leasing bodies, as defined in Indiana Code 5-1-1-1(a), any commissions, authorities or authorized bodies of any qualified entity, and any organizations, associations or trusts with members, participants or beneficiaries that are all individually qualified entities. The Bond Bank provides such assistance through programs of, among other things, purchasing the bonds, notes or evidences of indebtedness of such qualified entities. Under the Act, “qualified entities” includes entities such as cities, towns, counties, townships, school corporations, library corporations, special taxing districts and nonprofit corporations and associations which lease facilities or equipment to such entities. Each of the entities described in Appendix A is a “qualified entity” within the meaning of the Act.

## **The Official Statement; Additional Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The information contained under the caption “INTRODUCTION” is qualified by reference to this entire Official Statement, including the Appendices hereto. This introduction is only a brief description and a full review should be made of this entire Official Statement, including the appendices hereto, as well as the documents summarized or described in this Official Statement. The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Certain terms used in this Official Statement are defined in Appendix B.

Information contained in this Official Statement with respect to the Bond Bank and the Qualified Entities and copies of the Indenture, the Credit Facility Agreement (as hereinafter defined) and the form of Agreement may be obtained from the Indiana Bond Bank, 2980 Market



Tower, 10 West Market Street, Indianapolis, Indiana 46204. The Bond Bank's telephone number is (317) 233-0888.

It is the Bond Bank's current policy to provide its financial statements to the holders of its obligations, including the Notes, upon written request. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture. See "CONTINUING DISCLOSURE."

## **SECURITY AND SOURCES OF PAYMENT FOR THE NOTES**

The Notes are limited obligations of the Bond Bank payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, and interest on, all of the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power. The Notes do not constitute a general or moral obligation of the Bond Bank. The Bond Bank will not maintain a debt service reserve for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes. Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chairman of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Under the Indenture, the Notes are secured by a pledge to the Trustee of the Trust Estate, which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility.

### **The Qualified Entities and the Warrants**

From the proceeds of the Notes, the Bond Bank intends to purchase and, upon purchase, will pledge to the Trustee the Warrants. The Warrants to be issued by the Qualified Entities and purchased by the Trustee on behalf of the Bond Bank under the Program are temporary intra-fiscal year borrowings of the Qualified Entities made in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection during 2008 (and (a) in the case of school corporations may, in the sole discretion of the Bond Bank, be made in anticipation of State tuition support distributions in the course of collection and (b) in the case of a township may, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before December 31, 2008). See "THE PROGRAM" and "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E.

The proceeds of the Notes are anticipated to be used by the Trustee to purchase the Warrants of the respective Qualified Entities described in, and in the amounts set forth in, Appendix A hereto. Certain information related to such Qualified Entities is set forth in Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into Agreements with the Bond Bank. The Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program. A Qualified Entity may, at its option, receive payment from the Bond Bank for the purchase of the Qualified Entity's Warrant on an installment basis instead of receiving a lump sum payment. The initial payment installment for any Warrant purchased shall be made on January 31, 2008 and shall be at least \$50,000 unless otherwise consented to by the Bond Bank. The Trustee shall not make any future installment advance with respect to any Warrant that has not been disbursed in full on the date that such Warrant is purchased until such time as the Trustee has received a request for an installment advance in the form required by the applicable Agreement approved by the Bond Bank. Such subsequent installments shall be made on the first Business Day of each month through and including May 2008. Notwithstanding the foregoing, if the full principal amount of any Warrant has not been disbursed to any Qualified Entity prior to the first Business Day of May 2008, then a final payment installment shall be made by the Trustee to such Qualified Entity on the first Business Day of May in an amount, which, together with all prior payment installments made with respect to such Warrant, aggregates the principal amount of each Warrant purchased by the Bond Bank from such Qualified Entity.

The Bond Bank will receive a Positive Cash Flow Certificate (as defined in Appendix B-1) from Crowe Chizek and Company LLC, Indianapolis, Indiana, on the date of the issuance of the Notes to the effect that the principal and interest payments on the Warrants, assuming (i) payment in accordance with the terms of the Warrants, (ii) investment earnings on the Warrant principal and interest payments, from the date of such payments through January 29, 2009 and (iii) investment earnings, from January 31, 2008 until each date on which an installment payment for the purchase of Warrants is made (which date is not later than the first Business Day of May 2008), on any portion of the proceeds of the Notes which is not used to purchase Warrants on January 31, 2008 will at least be sufficient on the Payment Date to provide full payment of the principal of and interest on the Notes due on such Payment Date. See "—The Investment Agreement" in this section.

### **Provisions for Payment of the Warrants**

As a precondition to the purchase of Warrants under the Program, the Qualified Entities will be required to demonstrate that the estimated amount of Ad Valorem Property Taxes, levied and in the process of collection, exceeds the amount of the Warrants as required by the Program participation guidelines. Certain Qualified Entities which are school corporations will receive tuition support funds in 2008 from the State, one installment distributed each month. The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider, in its sole discretion, the anticipated State tuition support distributions to be received by a school corporation. See "THE PROGRAM — Program Participation and Borrowing Limits." Prior to the purchase of any Warrant, a Qualified Entity will also be required under the Program to have taken all actions and received all approvals necessary to levy and collect sufficient Ad

Valorem Property Taxes during 2008 for the payment of its Warrants. See “THE PROGRAM — General” for a further discussion of the process by which Qualified Entities adopt and fix tax levies for Ad Valorem Property Taxes. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E for further discussion of the preconditions to purchase the Warrants.

Ad Valorem Property Taxes levied by Qualified Entities are due and payable to the treasurer of the county in which the Qualified Entity is located (each, a “County Treasurer”) in two installments, one on May 10 and the other on November 10 of each fiscal year. See “– Procedures for Property Assessment, Tax Levy and Collection” below. Ad Valorem Property Taxes not paid by the date due are subject to imposition of a penalty and interest, which together with such taxes not paid constitute a lien on the property subject to the Ad Valorem Property Taxes. See “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Receipts from Ad Valorem Property Tax collections are normally distributed through the auditor of the county in which the Qualified Entity is located (each, a “County Auditor”) in two installments in each Fiscal Year, one in June and one in December, unless advance distributions are requested by, and made to, Qualified Entities. See “– Procedures for Property Assessment, Tax Levy and Collection” below and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. To further assure the availability of funds on the date that the Warrants are due, the Agreements will require that a Qualified Entity participating in the Program must, no later than May 15, 2008, or November 15, 2008, as applicable, submit a request in accordance with Indiana law to the County Treasurer for advance distributions of not less than 95% of tax collections for each fund in anticipation of which Warrants have been issued and sold to the Bond Bank under the Program. Any Qualified Entity receiving advance tax distributions in excess of 5% of the total taxes in anticipation of which Warrants were issued will be required to invest such amounts for the payment of its Warrants in certain limited investments that mature no later than the due date of the respective Warrant. Under the Program, Warrants are scheduled to mature and will be payable (i) on June 30, 2008 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date (as defined in the Agreements)) or (ii) on December 31, 2008. The “First Settlement Payment Due Date” means the fourth Business Day (as defined in Agreements) following the “First Semi-Annual Settlement,” which is defined in the Agreements as the receipt by the Qualified Entity of its first semi-annual installment of revenues from taxes levied in 2007 and collectable in 2008 (including property tax replacement revenues) with respect to the fund in anticipation of which each Warrant is issued. On June 1, 2008, any Qualified Entity that has elected to receive payment from the Bond Bank for the purchase of its Warrant on an installment basis rather than a lump sum payment may prepay all (but not a portion) of its Warrants scheduled to mature on June 30, 2008 (or, if applicable to the terms of any Warrant, the First Settlement Payment Due Date) if it shall cause the required notice to be given to the Bond Bank and the Trustee, on or before May 20, 2008. On December 1, 2008, any Qualified Entity may prepay all (but not a portion) of its Warrants scheduled to mature on December 31, 2008, if it shall cause notice to be given to the Bond Bank and the Trustee, on or before November 20, 2008. Additionally, in the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2008, following its receipt of each such installment, the Qualified Entity

(i) must within two (2) Business Days following receipt of each such installment notify the Bond Bank of the amount so received and (ii) will be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.

### **Procedures for Property Assessment, Tax Levy and Collection**

Real and personal property in the State is assessed each year as of March 1. On or before August 1 each year, each County Auditor must submit to each underlying taxing unit located within that county, a statement of (i) information concerning the assessed value of the taxing unit for the next calendar year, (ii) an estimate of the taxes to be distributed to the unit during the last six months of the current budget year and (iii) the current assessed valuation as shown on the abstract of charges.

By statute, the budget, tax rate and levy must be established: no later than the last meeting of the fiscal body in September for Marion County; no later than September 30 for all second class cities; and no later than September 20 for all other units. The budget, tax levy and tax rate are subject to review and revision by the Department of Local Government Finance (the "DLGF") which can lower, but not raise, the tax levy or tax rate unless the levy proposed by the Qualified Entity is not sufficient to make its debt service or lease rental payments. The DLGF must complete its actions on or before February 15 of the immediately succeeding calendar year.

On or before March 15, each County Auditor prepares and delivers the final abstract of property taxes within the applicable county. The County Treasurer mails tax statements the following April (but in some counties mailing may be delayed due to delays in calculating the adjusted assessed value, as described below). Property taxes are due and payable to the County Treasurer in two installments on May 10 and November 10. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; provided, that, so long as the installment is completely paid within 30 days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent of the amount of the delinquent taxes. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Real property becomes subject to tax sale procedures on July 1 if a delinquency then exists with respect to an installment due on or before May 10 of the prior year. With respect to delinquent personal property taxes, each County Treasurer shall serve a demand upon each county resident who is delinquent in the payment of personal property taxes after November 10, but before August 1 of the succeeding year. Each County Auditor distributes property taxes collected to the various taxing units on or before the June 30 or December 31 after the due date of the tax payment.

Pursuant to State law, personal property is assessed at its actual historical cost less depreciation, whereas real property is valued for assessment purposes at its "true tax value" as defined in the 2002 Real Property Assessment Manual adopted by the DLGF (the "Manual"),

and as interpreted in the rules and regulations of the DLGF, including the 2002 Real Property Assessment Guidelines, Version A (the “Guidelines”) and the Real Property Assessment Manual Rule, 50 IAC 2.3. The Manual defines “true tax value” as “the market value in use of property for its current use, as reflected by the utility received by the owner or a similar user from that property.” The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal methodology, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they are capable of producing accurate and uniform values throughout the jurisdiction and across all classes of property. The Manual specifies the standards for accuracy and validation that the DLGF will use to determine the acceptability of any alternate appraisal method.

There are certain credits, deductions and exemptions available for various classes of property. For instance, residential real property is eligible for certain deductions for mortgages, rehabilitation, solar energy heating or cooling systems, wind power devices, coal conversion systems, hydroelectric power devices, geothermal energy heating or cooling devices, veterans, the aged and the blind. Commercial and industrial real property, new manufacturing equipment and research and development equipment may be entitled to economic revitalization area deductions. Business inventories may be eligible for enterprise zone credits. Government-owned properties and properties owned, used and occupied for charitable, educational or religious purposes may be entitled to exemptions from tax. “Gross assessed value” is equal to the “true tax value.” “Net assessed value” or “taxable value” represents the “gross assessed value,” less all such deductions, credits and exemptions, and is the value used for taxing purposes in the determination of tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State legislature, as well as when changes occur in the property due to new construction or demolition of improvements. The most recent scheduled reassessment became effective as of the March 1, 2002 assessment date, and affects taxes payable beginning in 2003. The next scheduled reassessment will be effective as of the March 1, 2011 assessment date, and will affect taxes payable beginning in 2012. The assessed value of real property is annually adjusted to reflect changes in market value, based, in part, on comparable sales date, in order to account for changes in value that occur between general reassessments. This process is generally known as “Trending.”

When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner must first request in writing a preliminary conference with the county or township official who sent the owner such written notification. That request must be filed with such official within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. That preliminary conference is a prerequisite to a review of the assessment by the county property tax assessment board of appeals. While the appeal is pending, any taxes on real property which become due on the property in question must be paid in an amount based on the immediately preceding year’s assessment, or it may be paid based on the amount that is billed.

Indiana Code 6-1.1-21-5 provides that each year taxpayers will receive a credit for property tax replacement, known as the “property tax replacement credit” (“PTRC”). Indiana Code 6-1.1-21-2(l) provides that, except as otherwise provided by law, all property will receive a PTRC in an amount equal to sixty percent (60%) of the tax liability attributable to such property which is imposed by a school corporation for its general fund, and that all property other than business personal property will receive a PTRC in an amount equal to approximately twenty percent (20%) of the tax liability attributable to such property as a result of the total county tax levy (less sixty percent (60%) of the levy for the general fund of a school corporation that is part of the total county tax levy).

In 2007, some of the counties in which certain of the Qualified Entities that participated in the Program in 2007 (the “2007 Program”) are located, submitted to the DLGF adjusted assessed values information that did not comply with the DLGF requirements. As a result, (i) the County Treasurer in some of the counties experienced delays in mailing tax statements, (ii) the DLGF withheld PTRC funds from some of the counties until the DLGF received compliant adjusted assessed property values and (iii) some of the counties did not collect in 2007 all of the property taxes that would have otherwise been due that year in such counties. See “RISK FACTORS.” However, those Qualified Entities utilized other alternatives for the payment of debt service on their warrants and other debt obligations due on or before December 31, 2007. Those alternatives included using other funds or obtaining a temporary borrowing in anticipation of the remaining property taxes originally anticipated to be collected in 2007, but delayed until after 2007 (the “Remaining 2007 Property Taxes”). For example, in response to this delay, the Bond Bank implemented a program pursuant to which certain of those Qualified Entities issued warrants to refund warrants issued under the 2007 Program (the “Refunding Warrants”). The Bond Bank then purchased the Refunding Warrants using proceeds from the sale of notes issued by the Bond Bank and acquired by the State as investments for two State funds. The Refunding Warrants are secured solely by the Remaining 2007 Property Taxes. As a result of that program and other alternative methods, all of the warrants acquired by the Bond Bank pursuant to the 2007 Program were paid on or before their maturity dates, the last of which was December 31, 2007. Each Qualified Entity in the Program has agreed in its Warrant Purchase Agreement that for so long as any Warrant that has been issued in anticipation of revenues of a fund remains outstanding, the Qualified Entity shall not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation for the then-current year; provided that such prohibition would not be violated by the Qualified Entity having issued warrants for a fund in anticipation of the Remaining 2007 Property Taxes or by issuing warrants, with the Bond Bank's consent, to refund any such warrant secured solely by the Remaining 2007 Property Taxes (e.g., the Refunding Warrants) or if the lien of such warrant on the taxes or other revenues pledged to the payment of the Warrant is subordinate to the lien of the Warrant thereon. The Warrants under the current Program are not secured by the Remaining 2007 Property Taxes, which provides the security for the Refunding Warrants. The Refunding Warrants are not secured by the Ad Valorem Property Taxes levied in 2007 for collection in 2008, which, in addition to tuition support distributions from the State securing the Warrants of certain Qualified Entities which are school corporations, provide the security for the Warrants.

Neither the Bond Bank nor any Qualified Entity can predict the extent to which compliance with the DLGF requirements will continue to affect property tax collections. Further, no assurances can be given by the Bond Bank regarding the availability or feasibility of

any of the previously discussed alternatives in 2008. However, at this time, it is anticipated that all Warrants issued under the Program in 2008 will be paid at maturity with property tax collections payable in 2008 or, in the case of certain Qualified Entities which are school corporations, from tuition support distributions from the State, or alternative provisions will be made for payment of the Warrants.

In 2006 and 2007, the State General Assembly enacted legislation (the “Legislation”), pursuant to which each taxpayer will be entitled to a credit to the extent that its property taxes payable in 2008, which are attributable to such taxpayer’s homestead located in a county, if any, is in excess of two percent of the assessed value of such property in that county. Such credit, however, will be reduced by a percentage equal to such taxpayer’s total property tax liability in the absence of such credit, which is for a school corporation’s tuition support property tax levy, divided by such taxpayer’s total property tax liability in the absence of such credit.

In the event the application of those credits results in a reduction of the property tax collections of any political subdivision, the Legislation prohibits the political subdivision from increasing its property tax levy or borrowing money to make up for that reduction. However, during the 2007 session of the State General Assembly, it enacted legislation that created a statewide seven-member circuit breaker relief appeal board (the “Circuit Breaker Board”), to which, under certain limited circumstances, political subdivisions may appeal for relief from application of the Legislation. If certain conditions are met, the Circuit Breaker Board may: (1) increase uniformly in a county the percentage threshold (specified as a percentage of gross assessed value), at which the credit applies to a taxpayer’s property tax liability; or (2) provide for a uniform percentage reduction to credits otherwise provided in a county. No calculation has been performed to determine the effect of those credits on the Qualified Entities’ anticipated tax receipts.

The Indiana General Assembly is considering various proposals to provide property tax relief. Neither the Bond Bank nor any Qualified Entity can predict the timing or likelihood of the enactment of any such proposal or any resulting impact on property tax collections. However, at this time, it is anticipated that all Warrants will be paid with property tax collections payable in 2008 or, in the case of certain Qualified Entities which are school corporations, from tuition support distributions from the State, or alternative provisions will be made for payment of the Warrants.

### **Enforcement of Warrants**

As the owner of the Warrants, the Bond Bank has available to it all remedies available to owners or holders of securities issued by the Qualified Entities. The Act provides that, upon the sale and delivery of any Warrants to the Bond Bank, the Qualified Entity is deemed to have agreed that all statutory defenses to nonpayment are waived in the event that such Qualified Entity fails to pay principal of, or interest on, such Warrants when due.

The Agreements will provide that to the extent permitted by law, any Warrant which is not paid on or before the due date will bear interest at the Reinvestment Rate (as defined in Appendix B-2) thereafter. Additionally, the Act authorizes the Bond Bank to collect from the Qualified Entities fees and charges for its services and empowers the Qualified Entities to

contract for and to pay such fees and charges. Pursuant to each Agreement, each Qualified Entity will agree to pay to the Bond Bank an amount, if any, equal to all costs and expenses incurred by or on behalf of the Bond Bank from time to time as a result of any failure by such Qualified Entity to comply with any of the provisions of the Agreement.

Under the Program, each of the Qualified Entities will be required to pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection to the payment of the Warrants. All Ad Valorem Property Taxes, including such taxes pledged and appropriated for the payment of the Warrants, will be deposited into the funds for which they have been levied but will not be separately held or otherwise segregated pending the payment of the Warrants. See “RISK FACTORS” and “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Each Qualified Entity has agreed under its Agreement to report to the Bond Bank on its compliance with certain covenants which the Qualified Entity will make regarding various actions and conditions necessary to preserve the tax-exempt status of interest paid on the Warrants. See “TAX MATTERS.” The Bond Bank has also determined to consult with the Qualified Entities, as necessary from time to time, with regard to the actions needed to be taken by the Qualified Entities to preserve the excludability of the interest on the Notes from the gross income of the holders of the Notes for federal income tax purposes.

### **Credit Facility**

The Credit Facility will be available to the Trustee pursuant to the terms of the Credit Facility and the Reimbursement Agreement (the “Credit Facility Agreement”) dated as of January 1, 2008, by and between the Bond Bank and the Bank, and the assignment of the rights thereunder by the Bond Bank to the Trustee pursuant to the Indenture. The Credit Facility is a standby credit facility in the amount of \$54,451,425, and secures the payment of a portion of the principal of and interest on the Notes (the “Maximum Available Credit”). Funds available under the Credit Facility provide for payment of a portion of the debt service on the Notes in the event one or more Qualified Entities fail to make principal and interest payments on their Warrants on a timely basis to the extent such defaults in payment on the Warrants and the lack of anticipated investment earnings resulting therefrom, if any, do not, in the aggregate, exceed the Maximum Available Credit. Thus, the Credit Facility only provides additional assurance of payment on the Notes in the event of limited defaults in payment by only a limited number of the participating Qualified Entities. The Credit Facility does not provide any additional assurance of payment of the Notes resulting solely from nonpayment or late payment of amounts payable to the Bond Bank pursuant to the Investment Agreement.

If, as a result of the nonpayment or late payment on Warrants and/or any deficiency in investment earnings corresponding thereto, the amount on deposit under the Indenture is not sufficient to pay the entire amount of interest and principal coming due on the Notes, the Trustee is required to request a disbursement from the Bank under the Credit Facility in an amount equal to such deficiency up to the Maximum Available Credit. See “OPERATION OF FUNDS AND ACCOUNTS — General Fund”. The term of the Credit Facility extends from the date of issuance of the Notes through February 2, 2009. So long as no event of default has occurred under the Credit Facility Agreement, one disbursement may be used to provide for payment of



principal of and interest on the Notes. Upon not less than seven banking days' prior notice to the Bond Bank, the Bank may terminate the Credit Facility by reason of an event of default. Under the Indenture, the Trustee is directed to request payment from the Bank in the amount of the Maximum Available Credit upon receipt of a notice of termination from the Bank by reason of an occurrence of an event of default. Under the Credit Facility Agreement, payments made by the Bond Bank to the Bank in respect of amounts borrowed thereunder are first applied against interest accrued through the date of any such payment and then to principal outstanding thereunder.

Repayments to the Bank of amounts advanced to the Bond Bank pursuant to the Credit Facility, together with interest thereon, will be made solely from the moneys held in the General Fund under the Indenture and all investments of money held in the General Fund, subject only to the security interest therein granted by the Bond Bank to the Trustee for the benefit of the holders of the Notes. Further, under the terms of the Indenture, the Trust Estate has been pledged and otherwise granted to the benefit of the Bank to secure the Bond Bank's obligations under the Credit Facility Agreement and Credit Facility, provided that any interest in, lien on, or pledge of the Trust Estate in favor of the Bank will be junior and subordinate to any interest in, lien on, or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. All fees imposed to establish and maintain the Credit Facility will be paid to the Bank on the date of the issuance of the Notes from the proceeds of the Notes or otherwise. See "SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT" in Appendix E.

In the opinion of legal counsel to the Bank, under current law and regulations, the Credit Facility Agreement constitutes the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms except as limited by bankruptcy, insolvency, liquidation, reorganization, moratorium conservatorship, receivership or similar occurrence affecting the Bank and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or an action at law).

### **The Investment Agreement**

It is expected that the Bond Bank will invest Warrant payments in an Investment Agreement with the Financial Institution, providing for a fixed rate of return expected to produce the investment earnings necessary, together with the payments of principal of and interest on the Warrants, to pay the principal of and interest on the Notes. See Appendix F for a discussion of the Financial Institution and financial information related to the Financial Institution. The Bond Bank will require the Financial Institution to be rated at least "Aa3" by Moody's Investors Service, Inc. ("Moody's") and "AA-" by Standard & Poor's, a division of The McGraw-Hill Companies ("S&P"). Full payment of principal of and interest on the Notes is dependent upon investment earnings being paid pursuant to the Investment Agreement. However, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement. Moreover, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated in the event of insolvency, bankruptcy or similar deterioration in the financial condition of the Financial Institution. In the event that the Financial Institution fails to return the invested amounts or the investment earnings on a timely basis or at the rates contemplated under

the Investment Agreement, the invested amounts and the investment earnings may be unavailable to pay debt service on the Notes. The Trustee may not request a disbursement by the Bank under the Credit Facility in the event that the invested amounts or the investment earnings are unavailable unless such unavailability is due to a late payment or nonpayment on the Warrants by one or more of the Qualified Entities.

## **THE PROGRAM**

### **General**

The Bond Bank established the Program in order to provide a mechanism for financing traditional cash flow deficits which are anticipated by Indiana political subdivisions during the given fiscal year. The fiscal year for all Indiana political subdivisions is coextensive with the calendar year (the "Fiscal Year"). Indiana political subdivisions depend primarily on Ad Valorem Property Taxes, including moneys paid by the State from its property tax replacement fund (the "Property Tax Replacement Fund") to the political subdivisions, and State aid to meet operating expenses and to make capital expenditures or amortize debt incurred for capital expenditures. Indiana political subdivisions finalize budgets, hold hearings and adopt budgets and tax levies for the following Fiscal Year during the months of August and September of the preceding Fiscal Year and the same are reviewed by the appropriate County Board of Tax Adjustment and by the DLGF. The DLGF is directed by Indiana law to complete its review and approval of budgets and tax levies by February 15 of such following Fiscal Year. Property taxes for political subdivisions, which are collected during each Fiscal Year, are payable in two installments, which are normally due in May and November. By law, taxes are required to be collected by the County Treasurer and distributed by the County Auditor to the political subdivisions on or before June 30 and December 31. However, because the timing of tax receipts rarely matches the timing of expenditures, political subdivisions routinely issue warrants in anticipation of the next succeeding payments of Ad Valorem Property Taxes to the extent authorized by State law. The Program was established to finance cash flow deficits arising from such traditional timing differences between expenditures and tax receipts.

Certain Qualified Entities which are school corporations may be entitled to tuition support funds from the State. Tuition support means, with respect to a Qualified Entity which is a school corporation, the total amount of State tuition support the school corporation receives in a particular year for its basic programs pursuant to Indiana Code 20-43. The amount of tuition support to which a certain school corporation is entitled is determined using a formula with several factors, including a school corporation's average daily membership, its maximum permissible tuition support ad valorem property tax levy, the amount of federal aid it receives, and other factors. The tuition support for each school corporation is determined as part of the biennial budget process, and such tuition support payments shall be made to the school corporations in 2008 in twelve equal monthly installments on or about the 15th of each month.

A Qualified Entity which is a school corporation may request to borrow additional funds from the Bond Bank based on the amount of tuition support that it anticipates receiving from the State, but in no event in excess of 40% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2008, and 80% of the sum of State tuition support distributions anticipated for collection during the period from July 1, 2008 through December 31, 2008, with

respect to the fund or funds upon which a Warrant is to be issued. The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider at the sole discretion of the Bond Bank, the anticipated amount of State tuition support distributions to be received by a school corporation. With respect to a township, the Bond Bank may consider, at the sole discretion of the Bond Bank, other revenues anticipated to be received by such township on or before December 31, 2008.

The taxpayers of each county receive a credit for property tax replacement in the amount of approximately 15%-20% of the Ad Valorem Property Tax liability of each taxpayer (the "Replacement Credit") for Ad Valorem Property Taxes which are due and payable in May and November of each year. Before August 31 and December 15 of each year, respectively, the State Department of Revenue (the "Department") is required by law to distribute to each County Treasurer from the Property Tax Replacement Fund one-half of the estimated distribution from that fund for that year for the county. Such distributions are equal to the estimated Replacement Credit, together with the homestead credits (the "Homestead Credits") and other property tax credits, given to taxpayers (collectively the "Credits"). On or before November 15 of each year or as soon thereafter as possible, the State Budget Agency by law must make a final determination of the amount which should be distributed from the Property Tax Replacement Fund to each County Treasurer. The Department by law must deposit 50% of all collections of State gross retail and use taxes and 14% of all revenues derived from the collection of the adjusted gross income tax imposed on persons into the Property Tax Replacement Fund.

Annually, before the Department determines the eligible amount of the Replacement Credits and the DLGF makes its certification to the Department with respect to the amount of the Homestead Credits for a particular calendar year, the State Budget Agency shall determine whether the total amount of the Replacement Credits and the Homestead Credits, which would otherwise be granted pursuant to certain statutory formulas, will be more than the amount appropriated for those purposes for that year. If they will be more, the State Budget Agency shall determine for that year the reduced percentages used to determine a taxpayer's amount of Replacement Credit, so that the total amount of Replacement Credits and Homestead Credits does not exceed the total amount appropriated for those purposes for that year. The adjusted percentages shall then be the percentages that apply to determine a taxpayer's amount of Replacement Credit and Homestead Credit and must be used by the Department in estimating the total amount of the Replacement Credits and by the DLGF in estimating the total amount of Homestead Credits for that particular year. The foregoing determination is made prior to the commencement of the distribution of the Credits described in the preceding paragraph in order to help assure that there are sufficient moneys on deposit in the Property Tax Replacement Fund, with which to compensate taxing units for the Credits provided to taxpayers. In particular, distributions from the Property Tax Replacement Fund are a source of funds to taxing units to compensate them for the reduction in taxes caused by the Credits given to taxpayers and as such reduce the Ad Valorem Property Taxes that would have otherwise been levied by taxing units, but do however, constitute security for the payment of the Warrants to the extent that such moneys are deposited in the funds in anticipation of which the Warrants are issued.

The proceeds of a Warrant purchased by the Bond Bank from a Qualified Entity under the Program will be deposited in the fund for which such Warrant was issued and the Warrant will be payable from the Ad Valorem Property Taxes deposited to such fund; provided, however,

that any school corporation may also pay principal of and interest on a Warrant issued for any fund from the school corporation's general fund in the case of anticipated State tuition support distributions and may also pay the interest on a Warrant for any fund from the school corporation's debt service fund. The Bond Bank covenants that it will (1) not purchase a Warrant for a fund in a principal amount in excess of 80% of the semiannual levy, which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the DLGF) (or, in the case of a school corporation, in a principal amount in excess of 80% of the semiannual levy and State tuition support distributions, which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (as estimated or certified by the DLGF and the Indiana Department of Education)), and (2) not consent, pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount, which, together with other warrants outstanding for a fund, would exceed 80% of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (or, in the case of a school corporation, the issuance by such school corporation of any parity obligations similar to the Warrants in an amount, which, together with other Warrants outstanding for a fund, would exceed 80% of such semiannual levy and State tuition support distributions, which are anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable), unless the Bond Bank receives written approval from S&P. Each Agreement will set forth the due dates for the Qualified Entity's Warrants, none of which may be later than the December 31 following the date of issuance for the Warrants of the Qualified Entities. Each Agreement will restrict the Qualified Entity from issuing any warrant or comparable obligation (each an "Additional Obligation") in anticipation of the revenues budgeted for the funds in anticipation of which the Warrants were issued without the consent of the Bond Bank and the Bank. See "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E. It is anticipated by the Bond Bank that it will consent to certain cash flow borrowings by Qualified Entities participating in the Program made in anticipation of distributions of budgeted revenues for a fund in anticipation of which Warrants purchased under the Program were issued. See "—Additional Borrowings" in this section. Prior to giving consent, the Bond Bank or the Bank would likely require that (a) such Additional Obligation be subordinated to any Warrants issued by the Qualified Entity and held by the Bond Bank, (b) such Qualified Entity demonstrate an ability to repay such Additional Obligation with revenues from a source other than Ad Valorem Property Taxes pledged to pay its Warrants or (c) such Qualified Entity otherwise demonstrate that the ability to pay its Warrants is not adversely affected by the issuance of such Additional Obligations. See "—Authority to Issue Warrants" in this section. However, nothing requires the Bond Bank or the Bank to condition its consent to issuing an Additional Obligation on any specific requirements. See "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E.

### **Determination of Program Needs**

The Program has been designed to provide short-term loans to finance cash flow deficits incurred by each Qualified Entity prior to the receipt of Ad Valorem Property Taxes which are collected by the county in which such Qualified Entity is located. These short-term loans will be repaid out of Ad Valorem Property Tax proceeds due to be collected in 2008.

Prior to the commencement of the Program, Qualified Entities historically financed annual cash flow deficits by the public sale or private placement of warrants or by borrowing from other internal sources.

In the course of structuring the Program for 2008, the Bond Bank and its financial advisor have reviewed the history of the Program for prior years (1992-2007) and other Bond Bank short-term loan programs, as well as other historical data, which provides information concerning typical Qualified Entities, and short-term loan demands financed by traditional methods.

Based upon (i) its prior experience with Qualified Entity borrowings, (ii) a review of historical financing patterns and (iii) funding needs projected from data submitted by Qualified Entities, the Bond Bank and its financial advisor have determined the reasonably expected funding needs of the Qualified Entities participating in the Program. The proceeds of the Notes are anticipated to be used by the Trustee to purchase Warrants of the Qualified Entities described in Appendix A hereto. Each of the Qualified Entities will have entered into an Agreement with the Bond Bank as of the date of the issuance of the Notes. The Bond Bank may also purchase Warrants issued by other Qualified Entities with the proceeds of the Notes or additional amounts from the Qualified Entities described in Appendix A, if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

### **Authority to Issue Warrants**

Various Indiana political subdivisions have authority to issue obligations in anticipation of the collection of revenues, including school corporations (“School Corporations”), counties (“Counties”), cities (“Cities”), towns (“Towns”), townships (“Townships”) and library corporations (“Library Corporations”). Although certain of the Qualified Entities are authorized by law to issue Warrants, as described below, in a greater amount, the amount of Warrant borrowings under the Program is more restrictive as a result of Program limitations, including, among others, that, in general, the principal amount of Warrants issued may not exceed 80% of the taxes levied and estimated for collection during the semiannual period a Warrant is due and in anticipation of which such Warrants are issued with respect to the fund or upon which a Warrant is to be issued. See “— Program Participation and Borrowing Limits” in this section for a further description of these limitations.

School Corporations are authorized by law to issue warrants, upon the finding by their governing boards that an emergency exists for the borrowing of money with which to pay current expenses from a particular fund prior to the receipt of revenues from taxes already levied or State tuition support distributions for such fund and in anticipation of the receipt of such revenues. The principal of such warrants is payable solely from the fund for which such taxes have been levied, but interest thereon may be paid either from the School Corporation’s debt service fund, from the fund for which such taxes have been levied or the general fund in the case of anticipated State tuition support distributions. If the DLGF, upon petition being filed by a School Corporation, concludes that such School Corporation cannot, in the ensuing calendar year, carry out the public educational duty committed to the School Corporation by law, the DLGF may award emergency financial relief in various forms, including, but not limited to, (a) providing a grant or grants to the School Corporation from any funds of the State that are available for such purpose, (b)

permitting the School Corporation to borrow funds from the State that are available for such purpose, (c) permitting the School Corporation to borrow funds from a source other than the State or (d) allowing an advance or advances of funds that will become payable to such School Corporation under any law providing for the payment of State funds to School Corporations.

Counties are authorized by law to make temporary loans to meet current operating expenses, in anticipation of and not in excess of county revenues for the current fiscal year, which must be evidenced by tax anticipation warrants of the County. An ordinance authorizing the issuance of tax anticipation warrants must appropriate and pledge a sufficient amount of the funds and revenues in anticipation of which the warrants are issued to the punctual payment of the warrants. Interest on all warrants issued by Counties, including the Warrants, must cease to accrue upon their maturity, but under the Act and the Agreement, the Bond Bank is authorized to collect any costs resulting from the late payment by, and any required enforcement against, any County.

Cities and Towns are authorized by law to issue warrants by ordinance for the purpose of making temporary loans in anticipation of current revenues that have been levied and are being collected for the year in which issued. The ordinance authorizing such loans must appropriate and pledge to their payment a sufficient amount of the revenues in anticipation of which the warrants are issued and out of which they are payable.

Library Corporations may issue warrants by action of the local library board for the purpose of obtaining temporary loans in an amount not to exceed the uncollected and anticipated taxes for the current year which have been levied but are not yet collected.

Townships may issue warrants by action of the local township board for the purpose of obtaining temporary loans in an amount not to exceed 50% of the Township's total anticipated revenue for the remainder of the year in which the loans are taken out.

Other political subdivisions are authorized by law to issue warrants consistent with the borrowing limitations established under the Program.

### **Program Participation and Borrowing Limits**

To be considered for participation in the Program, each Qualified Entity has submitted an application to the Bond Bank. Application information and data supplied by each Qualified Entity seeking to participate in the Program included among other things the following: the historical and estimated cash flow data during the current Fiscal Year and the two Fiscal Years immediately preceding the date of the application; a list of the ten largest taxpayers; tax collection history; historical and projected budget and levy information; and general economic and demographic information and data.

Upon receipt of applications for participation in the Program, each applying Qualified Entity was analyzed to determine, consistent with the purposes of the Bond Bank, whether a Qualified Entity would be permitted to participate in the Program. Such analysis consisted of an internal financial review undertaken by the Bond Bank with the assistance of Crowe Chizek and Company LLC, Indianapolis, Indiana, as financial advisor to the Bond Bank. The Qualified Entities described in Appendix A have applied for participation in the Program, have been

analyzed by the Bond Bank and its financial advisor and have been approved for participation in the Program by the Board of Directors of the Bond Bank.

Based on documentation and estimates supplied by a Qualified Entity at or prior to the time of execution of its Agreement, the Bond Bank's financial advisor has performed certain computations to arrive at the maximum anticipated Cumulative Cash Flow Deficit with respect to such Qualified Entity's budget and the limitation based upon the applicable percentage of Ad Valorem Property Tax levies to be anticipated by the proposed Warrants. These computations, together with other Program limitations discussed herein, will serve as the basis for determining the maximum amount which a Qualified Entity is authorized to borrow from the Bond Bank under the Program.

Pursuant to the Agreements, each Qualified Entity will be required to represent and warrant certain matters to the Bond Bank in order to be eligible to participate in the Program. See "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E. A Qualified Entity may not issue, without the consent of the Bond Bank and the Bank, warrants or other obligations in anticipation of Ad Valorem Property Taxes levied for collection during 2008 with respect to the fund or funds upon which such warrants or other obligations are to be issued.

Subject to the last three sentences of this paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on June 30, 2008 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date), which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2008 with respect to the fund or funds upon which a Warrant is to be issued, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period or (c) the amount permitted pursuant to the laws of the State. Subject to the last three sentences of this paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on December 31, 2008, which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2008 with respect to the fund or funds upon which a Warrant is to be issued, unless the Bond Bank receives written approval from S&P, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period (as defined in Appendix B-2) or (c) the amount permitted pursuant to the laws of the State. The limitation set forth in each clause (a) above is based upon the amount of Ad Valorem Property Taxes levied for collection during 2008. The limitation set forth in each clause (b) above applies as a comparison of total Warrant borrowing (all maturities) to the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period. Typically, for purposes of the Program, this amount is preliminarily certified by the DLGF in January of the then-current year. However, for the Program in 2008, the DLGF's certification of Ad Valorem Property Taxes levied for collection during 2007 is being used to certify this amount for some Qualified Entities. A Qualified Entity which is a school corporation may request to borrow funds in excess of the maximum amount described in this paragraph, based on the amount of State tuition support distributions that a school corporation anticipates receiving from the State, but in no event in excess of 40% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2008 and 80% of the State tuition support distributions anticipated for collection during the period July 1 through and including December 31, 2008, with respect to the fund or funds upon which a Warrant is to be issued. The Bond Bank shall

have sole discretion to determine the borrowing limits of a school corporation in light of any State tuition support distributions. With respect to a township, in addition to the Ad Valorem Property Taxes, the Bond Bank shall have sole discretion to determine the borrowing limits of such township inclusive of additional other revenues to be received by the Qualified Entity on or before December 31, 2008.

### **Additional Borrowings**

The Bond Bank may issue additional obligations (“Additional Notes”) to finance a portion of the cash flow deficits of the Qualified Entities participating in the Program to the extent that such deficits (a) are expected to exceed the amount borrowed under the Program funded from the proceeds of the Notes and (b) will occur during the period commencing on July 1, 2008, and ending on December 31, 2008. The principal source of payment on such Additional Notes would be principal and interest payments received by the Bond Bank from such Qualified Entities under warrants issued in anticipation of the receipt by such Qualified Entities of Ad Valorem Property Taxes levied and in the course of collection during 2008. The respective warrants securing the Notes and the Additional Notes will be secured by the Ad Valorem Property Taxes levied in the course of collection and appropriated with respect to the fund or funds upon which such warrants are issued. The principal amount of the warrants pledged to the payment of the Notes and the Additional Notes will not exceed 40% of the Ad Valorem Property Taxes levied and in the course of collection during 2007 with respect to the fund or funds upon which any such warrants are issued and with respect to such warrants maturing (i) in 2008 on or before June 30, 2008 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date) or (ii) during the period of July 1, 2008 through December 31, 2008. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Program Covenants” in Appendix E.

### **RISK FACTORS**

Purchasers of the Notes are advised of certain risk factors with respect to the payment of the Warrants by the Qualified Entities and payment of the Notes at maturity. This discussion is not intended to be all-inclusive, and other risks may also be present.

The ability of the Bond Bank to pay principal of, and interest on, the Notes depends primarily upon the receipt by the Bond Bank of payments pursuant to the Warrants, including interest at the rates provided therein, from all Qualified Entities participating in the Program which are obligated to make such payments to the Bond Bank, together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. The Bond Bank will not maintain a debt service reserve fund for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes. Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chairman of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Except for the Credit Facility, there is no source of funds available to make up for any deficiencies in the event of one or more defaults by one or more Qualified Entities in such



payments on the Warrants. There can be no representation or assurance that all of the Qualified Entities participating in the Program will receive sufficient taxes or other revenues or otherwise have sufficient funds available to make their required payments on the Warrants. The receipt of such revenues by any Qualified Entity is subject to, among other things, future economic conditions, actions by creditors and other conditions which are variable and not certain of prediction. For a description of procedures for providing for the payment of Warrants, see the captions “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Provisions for Payment of the Warrants” and “— Procedures for Property Assessment, Tax Levy and Collection” and “THE PROGRAM”. For a more detailed discussion of risk factors relating to specific Qualified Entities, see “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Some counties in which certain of the Qualified Entities that participated in the 2007 Program are located did not submit compliant adjusted assessed property values to the DLGF in time to allow for the collection in 2007 of all of the property taxes. As a result, the receipt of property taxes to be collected in 2008 on the regular May 10 and November 10 installment payment dates by Qualified Entities in those counties may be delayed. However, notwithstanding any such delay, it is anticipated that all Warrants will be paid with property tax collections payable in 2008 or, in the case of certain Qualified Entities which are school corporations, from tuition support distributions from the State, or alternative provisions will be made for payment of the Warrants.

To the extent the Trustee does not have sufficient funds on deposit under the Indenture to pay the entire amount of interest and principal coming due on the Notes (as a result of the nonpayment or late payment on Warrants and/or any deficiency in investment earnings corresponding thereto), the Trustee is directed to request payment from the Bank, up to the Maximum Available Credit, under the Credit Facility. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Credit Facility.” The Maximum Available Credit under the Credit Facility is less than the aggregate principal and interest payments that will be due on the Notes, and thus there can be no assurance that amounts available under the Credit Facility will be sufficient to fund deficiencies and make debt service payments on all Notes in full on a timely basis in the event of one or more defaults by Qualified Entities in making payments on the Warrants. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Credit Facility.” In the event there are not sufficient funds available to pay debt service on all Notes in full on a timely basis, available funds would be paid on a pro rata basis to the holders of the Notes. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” in Appendix E.

The ability of the Bank to honor a request for payment on the Credit Facility will be a function of its solvency at the time of such request for payment. See Appendix D for a discussion of the Bank and financial information related to the Bank. In the event that the Bank does not honor the request for payment on the Credit Facility or an event of default occurs under the Credit Facility Agreement and results in the termination of the Credit Facility, as defined and described in the Credit Facility Agreement, the rating on the Notes could be revised downward or withdrawn entirely.

It is expected that the Bond Bank will invest the payments of the principal of and interest on the Warrants in an Investment Agreement with the Financial Institution providing for a fixed

rate of return expected to produce the investment earnings. The Bond Bank will require the Financial Institution to be rated at least “Aa3” by Moody’s and “AA-” by S&P. Full payment of principal of and interest on the Notes is dependent upon investment earnings being paid pursuant to the Investment Agreement. However, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement. Moreover, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated in the event of insolvency, bankruptcy or similar deterioration in the financial condition of the Financial Institution. In the event that the Financial Institution fails to return the invested amounts or the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement, the invested amounts and the investment earnings may be unavailable to pay debt service on the Notes. The Trustee may not request a disbursement by the Bank under the Credit Facility in the event that the invested amounts or the investment earnings are unavailable unless such unavailability is due to a late payment or nonpayment on the Warrants by one or more Qualified Entities.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon the occurrence of an Event of Default under the Indenture or under the terms of any of the Warrants purchased by the Bond Bank and the Agreement related thereto or the Investment Agreement or the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Agreements, the Warrants, the Investment Agreement and the Credit Facility Agreement may not be readily available or may be limited.

## **DESCRIPTION OF THE NOTES**

### **General Description**

The Notes will be issued under the Indenture as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. The Notes will mature on January 30, 2009, in the amount, and will bear interest at the rate per annum, as set forth on the cover page of this Official Statement, computed on the basis of a 360-day year of twelve 30-day months. Interest on the Notes will be payable at maturity of such Notes as set forth on the cover page of this Official Statement (the “Payment Date”).

When issued, all of the Notes will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Notes will be made in book-entry only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. The Beneficial Owners will not receive physical delivery of certificates representing their interests in the Notes. So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility

of the Direct Participants and the Indirect Participants, as defined herein. See “Book-Entry-Only System” in this section.

The Notes are not subject to redemption prior to maturity.

### **Book-Entry-Only System**

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for each issue of the Notes, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one Note certificate will be issued with respect to each \$500 million of principal amount, and an additional Note certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has S&P’s highest rating: AAA. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect

Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identify of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bond Bank or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Bond Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Bank or the Trustee, disbursements of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the Bond Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

The Bond Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bond Bank believes to be reliable, but the Bond Bank takes no responsibility for the accuracy thereof.

### **Revision of Book-Entry-Only System**

In the event that either (i) the Bond Bank receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Notes or (ii) the Bond Bank elects to discontinue its use of DTC as a clearing agency for the Notes, then the Bond Bank and the Trustee will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Notes, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Notes and to transfer the ownership of each of the Notes, in accordance with the Indenture. See “—Payment of the Notes” and “—Transfer or Exchange of the Notes” in this section.

### **Payment of the Notes**

If DTC or its nominee is not the registered owner of the Notes, the principal of and interest on the Notes is payable to the registered Owner thereof or his assignee upon maturity at the principal corporate trust office of the Trustee. Payment will be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

### **Transfer or Exchange of the Notes**

Except as provided under “Book-Entry-Only System” in this section, any Note or Notes may be exchanged for new Notes of the same type at the principal corporate trust office of the Trustee in accordance with the Indenture. No service charge or payment will be required to transfer or exchange any Note, but the Bond Bank or the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

## APPLICATION OF PROCEEDS

The following tabulation shows the application of proceeds of sale of the Notes.

Deposit to Warrant Purchase Fund	\$521,891,598.75
Deposit to Costs of Issuance Fund <sup>(1)</sup>	<u>1,262,135.10</u>
Total	\$523,153,733.85

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<sup>(1)</sup> Inclusive of the Underwriters' discount and the Credit Facility fee.

## THE INDIANA BOND BANK

The Bond Bank was created in 1984, and is organized and existing under and by virtue of the Act as a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power.

### Powers Under the Act

Under the Act, the Bond Bank has a perpetual existence and is granted all powers necessary, convenient or appropriate to carry out its public and corporate purposes including, without limitation, the power to do the following:

1. Make, enter into and enforce all contracts necessary, convenient or desirable for the purposes of the Bond Bank or pertaining to a loan to or a lease or an agreement with a qualified entity, a purchase, acquisition or a sale of qualified obligations or other investments or the performance of its duties and execution of its powers under the Act;
2. Purchase, acquire or hold qualified obligations or other investments for the Bond Bank's own account or for a qualified entity at such prices and in a manner as the Bond Bank considers advisable, and sell or otherwise dispose of the qualified obligations or investments at prices without relation to cost and in a manner the Bond Bank considers advisable;
3. Fix and establish terms and provisions upon which a purchase or loan will be made by the Bond Bank;
4. Prescribe the form of application or procedure required of a qualified entity for a purchase or loan and enter into agreements with qualified entities with respect to each purchase or loan;
5. Render and charge for services to a qualified entity in connection with a public or private sale of any qualified obligation, including advisory and other services;

6. Charge a qualified entity for costs and services in review or consideration of a proposed purchase, regardless of whether a qualified obligation is purchased, and fix, revise from time to time, charge and collect other program expenses properly attributable to qualified entities;
7. To the extent permitted by the indenture or other agreements with the owners of bonds or notes of the Bond Bank, consent to modification of the rate of interest, time and payment of installments of principal or interest, security or any other term of a bond, note, contract or agreement of any kind to which the Bond Bank is a party;
8. Appoint and employ general or special counsel, accountants, financial advisors or experts, and all such other or different officers, agents and employees as it requires;
9. In connection with any purchase, consider the need for and desirability or eligibility of the qualified obligation to be purchased, the ability of the qualified entity to secure financing from other sources, the costs of such financing and the particular public improvement or purpose to be financed or refinanced with the proceeds of the qualified obligation to be purchased by the Bond Bank;
10. Temporarily invest moneys available until used for making purchases, in accordance with the indenture or any other instrument authorizing the issuance of bonds or notes; and
11. Issue bonds or notes of the Bond Bank in accordance with the Act bearing fixed or variable rates of interest in aggregate principal amounts considered necessary by the Bond Bank to provide funds for any purposes under the Act; provided, that the total amount of bonds or notes of the Bond Bank outstanding at any one time may not exceed any aggregate limit imposed by the Act, currently fixed at \$1,000,000,000. Such aggregate limit of \$1,000,000,000 does not apply to (i) bonds or notes issued to fund or refund bonds or notes of the Bond Bank; (ii) bonds or notes issued for the purpose of purchasing an agreement executed by a qualified entity under Indiana Code 20-49-4; (iii) bonds, notes, or other obligations not secured by a reserve fund under Indiana Code 5-1.5-5; and (iv) bonds, notes, or other obligations if funds and investments, and the anticipated earned interest on those funds and investments, are irrevocably set aside in amounts sufficient to pay the principal, interest, and premium on the bonds, notes, or obligations at their respective maturities or on the date or dates fixed for redemption.

Under the Act, the Bond Bank may not do any of the following:

1. Lend money other than to a qualified entity;
2. Purchase a security other than a qualified obligation to which a qualified entity is a party as issuer, borrower or lessee, or make investments other than as permitted by the Act;

3. Deal in securities within the meaning of or subject to any securities law, securities exchange law or securities dealers law of the United States, the State or any other state or jurisdiction, domestic or foreign, except as authorized by the Act;
4. Emit bills of credit or accept deposits of money for time or demand deposit, administer trusts or engage in any form or manner, or in the conduct of, any private or commercial banking business or act as a savings bank, savings and loan association or any other kind of financial institution; or
5. Engage in any form of private or commercial banking business.

### **Organization and Membership of the Bond Bank**

The membership of the Bond Bank consists of seven Directors: the Treasurer of State, serving as Chairman Ex Officio, the Public Finance Director of the State, appointed by the Governor and serving as Director Ex Officio, and five Directors appointed by the Governor of the State. Each of the five Directors appointed by the Governor must be a resident of the State and must have substantial expertise in the buying, selling and trading of municipal securities or in municipal administration or public facilities management. Each such Director will serve for a three-year term as set forth below. Upon expiration of such term, a Director will continue to serve until a successor is appointed and qualified. Each such Director is also eligible for reappointment and may be removed for cause by the Governor. Any vacancy on the Board is filled by appointment of the Governor for the unexpired term only.

The Directors elect one Director to serve as Vice Chairman. The Directors also appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer. The powers of the Bond Bank are vested in the Board of Directors, any four of whom constitute a quorum. Action may be taken at any meeting of the Board by the affirmative vote of at least four Directors. A vacancy on the Board does not impair the right of a quorum to exercise the powers and perform the duties of the Board of Directors of the Bond Bank.

### **Directors**

The following persons, including those persons with the particular types of experience required by the Act, comprise the present Board of Directors of the Bond Bank:

Richard E. Mourdock, Treasurer of the State, February 10, 2007 to present and Chairman Ex Officio. Residence: Evansville, Indiana. President, R.E. Mourdock and Associates, LLC, 2001 to present; Vanderburgh County Commissioner, 1995 to 2002; Executive, Koester Companies, 1984 to 2000; Senior Geologist, Standard Oil Company, 1979 to 1984; Geologist, Amex Coal Company, 1974 to 1979.

Jennifer M. Alvey, Public Finance Director of the State, August 6, 2007 to present. Residence: Greenwood, Indiana. Indiana Finance Authority, Chief Operating Officer and General Counsel, 2006 to 2007; Ice Miller LLP, attorney, municipal finance section, 2003 to 2006; Indiana University, various accounting and treasury-related positions, 1995 to 2003; Certified Public Accountant; licensed to practice law in the States of Indiana and Illinois and before the District of Columbia Appeals Court.



Clark H. Byrum, Vice Chairman; term expired July 1, 2003. Residence: Indianapolis, Indiana. Chairman of the Board and President, The Key Corporation, Indianapolis, Indiana, 1977 to present; Chairman of the Board, American State Bank of Lawrenceburg, Aurora and Greendale, Indiana, 1990 to present; Board Member, NCB Corporation and Norcen Bank, 1986 to present; Member, American Bankers Association; Member, Indiana Bankers Association; Member, National Association of Life Underwriters.

C. Kurt Zorn, Director; term expired July 1, 2003. Residence: Bloomington, Indiana. Professor of Public and Environmental Affairs, Indiana University, 1994 to present; Chairman, State Board of Tax Commissioners, January 1991 to August 1994; Associate Professor, School of Public and Environmental Affairs, Indiana University, 1987 to 1994 (on leave 1989 to 1992); Member, American Economic Association; Member, National Tax Association; Member, Governmental Finance Officers Association.

Russell Breeden, III, Director; term expired July 1, 2003. Residence: Indianapolis, Indiana. Chairman of the Board and CEO, Community First Financial Group, Inc., 1993 to 2002. Director, English State Bank, 1993 to present; Chairman, Peoples Trust Bank Company, 1994 to present; Chairman, Peninsula Banking Group, 1995 to present; Chairman, Bay Cities National Bank, 1995 to present; Director and President, Bettenhausen Motorsports, Inc., 1988 to present.

Marni McKinney, Director, term expired July 1, 2004. Residence: Indianapolis, Indiana. Vice President, 1984 to 1999, and Chairman of the Board, 1999 to present, First Indiana Bank; President and CEO, The Somerset Group, 1995 to 2000; Vice Chairman and Chief Executive Officer, First Indiana Corporation, 1999 to present; Board of Directors, The Children's Museum and Community Hospitals of Indiana, Inc.; Investment Committee Member, The Indianapolis Foundation.

Russell Lloyd, Jr., Director; term expired July 1, 2006. Residence: Evansville, Indiana. Senior Director, Kruse Dicus and Associates, LLP 2004 to Present; Mayor, Evansville, Indiana, 2000 to 2003; Controller and Assistant Controller, Evansville, Indiana, 1988 to 1999; various management positions, Citizens National Bank, 1980 to 1988.

Although the expiration date of the terms of five Directors has passed, the Act provides that their terms will not expire until their successors are appointed and qualified. No such successors have been appointed and qualified.

The Directors are authorized to appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer of the Board of Directors. Dan Huge was appointed Executive Director of the Indiana Bond Bank on October 9, 2001. Mr. Huge previously served as the Deputy Director of the Indianapolis Local Public Improvement Bond Bank for over three years. Mr. Huge has over 20 years of corporate accounting and managerial experience. He is a Certified Public Accountant and holds a B.S. from Purdue University.

## **REVENUES, FUNDS AND ACCOUNTS**

### **Creation of Funds and Accounts**

The Indenture establishes the following special trust funds and accounts to be held by the Trustee:

1. General Fund;
2. Costs of Issuance Fund;
3. Warrant Purchase Fund; and
4. Rebate Fund.

### **Deposit of Net Proceeds of the Notes**

The Trustee will deposit the net proceeds from the sale of the Notes as follows:

1. To the Costs of Issuance Fund, in the amount needed to pay the costs of issuance of the Notes (other than Underwriters' discount);
2. To the Costs of Issuance Fund to be paid to the Bank, in the amount needed to pay the fees owed upon issuance of the Credit Facility; and
3. To the Warrant Purchase Fund, the balance of the proceeds of the Notes available for the purchase of Warrants from Qualified Entities under the Program.

### **Deposit of Revenues and Other Receipts**

The Trustee will deposit all Revenues into the Funds and Accounts as follows:

1. All payments of principal of and interest on Warrants paid by Qualified Entities, and all payments, if any, made by the Bank to the Bond Bank pursuant to the Credit Facility, will be deposited in the General Fund;
2. All income or gain from the investment of moneys (except moneys in the Rebate Fund), and all other Revenues will be deposited in the General Fund; and
3. All income or gain from the investment of moneys in the Rebate Fund will remain in the Rebate Fund.

## **OPERATION OF FUNDS AND ACCOUNTS**

### **Costs of Issuance Fund**

Upon issuance of the Notes and receipt of a requisition signed by an Authorized Officer of the Bond Bank, the Trustee will disburse the amounts held in the Costs of Issuance Fund for the payment of the expenses of the issuance of the Notes (as well as the expenses of the issuance

of any interim or temporary notes), including, but not limited to, bond or reserve fund insurance premiums, credit enhancement or credit facility fees, the fees and expenses of Bond Counsel and general counsel to the Bond Bank, fees and expenses of the Trustee, the cost of reproducing documents, filing and recording fees, the cost of printing, execution, authentication, transportation and safekeeping of the Notes (including fees and expenses in connection with the utilization of a book-entry system for the Notes), fees and expenses of accountants and professional consultants, fees and expenses of any rating agencies and all other fees and expenses payable or reimbursable, directly or indirectly, by the Bond Bank prior to or concurrently with and in connection with the issuance and sale of the Notes. At such time as an Authorized Officer certifies that all costs of issuance have been paid, and in any event not later than 180 days following the issuance of the Notes, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the General Fund.

### **General Fund**

The Trustee will disburse amounts in the General Fund as follows and in the following order of priority:

1. At any time any amounts required to be transferred to the Rebate Fund;
2. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay interest due to be paid on Outstanding Notes on such Payment Date;
3. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay principal due to be paid on Outstanding Notes on such Payment Date;
4. At such time as may be necessary for the payment of Program Expenses (as defined in Appendix B-1), but only upon receipt by the Trustee of a requisition from an Authorized Officer (as defined in Appendix B-1) describing the Program Expenses, and only to the extent that such Program Expenses, together with all other Program Expenses paid or payable following the date of the most recent Cash Flow Certificate (as defined in the Indenture), do not exceed the amount of such Program Expenses contemplated by such Cash Flow Certificate;
5. At such times as may be required pursuant to the Credit Facility Agreement, to the Bank such amounts as may be necessary to pay amounts, if any, due under the Credit Facility Agreement; provided that such payments shall be made only after amounts then due and owing to Noteholders (other than the Bank) have been made; and
6. At such times as the Bond Bank may determine, after making all the transfers required and on submission by the Bond Bank of a Cash Flow Certificate giving effect to such transfer, to any Fund or Account or other fund or account of the Bond Bank in the discretion of the Bond Bank.

If the amount on deposit in the General Fund at 9:00 a.m., New York City time, on any Payment Date is insufficient to pay the entire amount of interest and principal due on Outstanding Notes on such Payment Date (as a result of the nonpayment or late payment on Warrants and/or deficiency in or nonpayment of investment earnings corresponding thereto), then, no later than 10:00 a.m., New York City time, on such Payment Date, the Trustee will request payment from the Bank under the Credit Facility Agreement, and such amounts will be deposited into the General Fund and immediately used, first for the payment of interest due on the Outstanding Notes and second for the payment of principal due on the Outstanding Notes.

### **Warrant Purchase Fund**

The Trustee will disburse the funds held in the Warrant Purchase Fund to purchase the Warrants from the Qualified Entities upon submission of a requisition of the Bond Bank signed by an Authorized Officer stating that all requirements for the purchase of the Warrants set forth in the Indenture and in the Agreement have been met. A Qualified Entity may, at its option, receive payment from the Bond Bank for the purchase of the Qualified Entity's Warrant on an installment basis instead of receiving a lump sum payment. The initial payment installment for any Warrant purchased will be made on February 1, 2008 and will be at least \$50,000 unless otherwise consented to by the Bond Bank. The Trustee will not make any future installment advance with respect to any Warrant that has not been disbursed in full on the date that such Warrant is purchased until such time as the Trustee has received a Request for an Installment Notice in the form required by the applicable Agreement approved by the Bond Bank. Such subsequent installments will be made on the first Business Day of each month through and including May 2008. Notwithstanding the foregoing, if the full principal amount of any Warrant has not been disbursed to any Qualified Entity prior to the first Business Day of May 2008, then a final payment installment shall be made by the Trustee to such Qualified Entity in an amount, which, together with all prior payment installments made with respect to such Warrant, aggregate the principal amount of each Warrant purchased by the Bond Bank from such Qualified Entity. See "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" and "SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS" in Appendix E. After purchase of all of the Warrants, any excess amounts held in the Warrant Purchase Fund will be transferred to the General Fund which transfer will not be later than December 31, 2008.

### **Rebate Fund**

Upon the direction of the Bond Bank, the Trustee will deposit amounts for the benefit of the Bond Bank from the General Fund into the Rebate Fund. All income from investments of moneys held in the Rebate Fund will be deposited into the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Fund upon direction of the Bond Bank. Not later than 60 days after the final maturity date of the Notes, and upon the written request of the Bond Bank, the Trustee will pay the United States of America the amounts directed by the Bond Bank at the location specified in such direction and with the reports, forms and documentation provided by the Bond Bank.

## **Amounts Remaining in Funds**

Any amounts remaining in any Fund or Account after full payment of all of the Notes outstanding under the Indenture, all required rebate payments to the United States of America and the fees, charges and expenses of the Trustee and the Bank will be distributed to the Bond Bank.

## **Investment of Funds**

Moneys held as a part of any Fund or Account under the Indenture, including without limitation the Rebate Fund, will be invested and reinvested at all times as fully as reasonably possible by the Trustee in investments defined to be Investment Securities under the Indenture and in accordance with the provisions of the Act and the terms and conditions of the Indenture.

The Bond Bank shall direct the Trustee (with such direction to be confirmed in writing) in the investment of such moneys. The Bond Bank will so direct the Trustee, and the Bond Bank will make all such investments of moneys under the Indenture, in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal and to avoid causing any of the Notes to become arbitrage bonds under the Code. The Bond Bank has directed the Trustee to invest all moneys held in the General Fund relating to the Notes pursuant to the provisions of the Investment Agreement.

All investments will be a part of the Fund or Account from which moneys were used to acquire such investments, and all income and profits on such investments (other than from amounts on deposit in the Rebate Fund or any Account created thereunder) will be deposited as received in the General Fund. Any investment losses will be charged to the Fund or Account from which moneys were employed to invest in the Investment Security, and the Trustee will not be liable for any investment losses so long as the Trustee complies with the provisions of the Indenture. Moneys in any Fund or Account will be invested in Investment Securities with maturity dates (or redemption dates determinable at the option of the owner of such Investment Securities) coinciding as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for transfer or disbursement under the Indenture. The Trustee will sell and reduce to cash at the best price reasonably obtainable sufficient amounts of such Investment Securities in the respective Fund or Account as may be necessary to make up a deficiency in any amounts contemplated to be disbursed from such Fund or Account.

Obligations purchased as investments of moneys in any Fund or Account with a stated maturity of less than two years will be valued at cost, including paid accrued interest and unamortized debt discount. Other such obligations will be valued at the cost, including accrued interest paid and unamortized debt discount, or market value thereof, whichever is lower, exclusive of earned accrued interest.

The Bond Bank certifies to the owners of the Notes outstanding, that amounts on deposit in any Fund or Account in connection with the Notes, regardless of whether such amounts are derived from the proceeds of Notes or any other source, are not intended to be used in a manner which will cause the interest on the Notes to lose its excludability from gross income for federal income tax purposes.

## **THE NOTES AS LEGAL INVESTMENTS**

Under the Act all financial institutions, investment companies, insurance companies, insurance associations, executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest sinking funds, money or other funds belonging to or within the control of such fiduciaries in the bonds and notes of the Bond Bank issued under the Act.

## **LITIGATION**

### **Bond Bank**

There is not now pending or, to the Bond Bank's knowledge, threatened any litigation (1) restraining or enjoining the issuance, sale, execution or delivery of the Notes, (2) prohibiting the Bond Bank from purchasing the Warrants with the proceeds of such Notes, (3) in any way contesting or affecting the validity of the Notes or (4) restraining or enjoining any proceedings of the Bond Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Notes. Neither the creation, organization or existence of the Bond Bank nor the title of any of the present Directors or other officers of the Bond Bank to their respective offices is being contested.

### **Qualified Entities**

Upon the issuance of the Warrants, the Bond Bank will receive a certification from each Qualified Entity described in Appendix A to the effect that there is not now pending or, to the best knowledge of such Qualified Entity, threatened any litigation restraining or enjoining (i) the execution of the Warrants or the Agreements or (ii) any proceedings of such Qualified Entity taken with respect to the Warrants or the pledge or application of any moneys or security provided for the payment of the Warrants, or in any way contesting or affecting the validity of the Warrants or the Agreements.

## **TAX MATTERS**

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes (the "Code"). The opinion of Barnes & Thornburg LLP is based on certain certifications, covenants and representations of the Bond Bank and the Qualified Entities issuing the Warrants and is conditioned on continuing compliance therewith. In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is exempt from income taxation in the State for all purposes except the State financial institutions tax. See Appendix C for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Notes as a condition to the excludability of interest on the Notes from gross income for federal income tax purposes. Noncompliance with such requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactively to the date of issue, regardless of the date on which noncompliance occurs. Should the Notes bear interest that is not excludable from gross income for federal income tax purposes, the market value of the

Notes would be materially and adversely affected. It is not an event of default if interest on the Notes is not excludable from gross income for federal income tax purposes pursuant to any provision of the Code which is not in effect on the date of issuance of the Notes.

The interest on the Notes is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Notes is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

The Notes are not “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Indiana Code 6-5.5 imposes a franchise tax on certain taxpayers (as defined in Indiana Code 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in the State. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Notes is excludable from gross income for federal income tax purposes and exempt from State income tax, the accrual or receipt of interest on the Notes may otherwise affect an owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner’s particular tax status and the owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Notes should consult their own tax advisors with regard to the other tax consequences of owning the Notes.

The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the Notes. Prospective purchasers of the Notes should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the Notes.

### **AMORTIZABLE BOND PREMIUM**

The initial public offering price of the Notes is greater than the principal amount payable at maturity. As a result, the Notes will be considered to be issued with amortizable bond premium (the “Bond Premium”). An owner who acquires a Note in the initial public offering will be required to adjust the owner’s basis in the Note downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Notes (including sale or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer’s yield to maturity. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Notes. Owners of the Notes should consult their tax advisors with respect to the precise determination for federal income tax purposes of the

treatment of Bond Premium upon the sale or other disposition of such Notes and with respect to the state and local tax consequences of owning and disposing of the Notes.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities, are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning the treatment of Bond Premium.

## **LEGAL MATTERS**

Certain legal matters incident to the authorization and issuance of the Notes by the Bond Bank are subject to the approval of Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel, whose approving opinion will be delivered with the Notes. Bond Counsel will render a further opinion that representatives of such firm have reviewed the information contained under the captions, "INTRODUCTION" (other than information under the headings "The Bond Bank" and "The Official Statement; Additional Information"), "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" (other than information under the headings "Provisions for Payment of the Warrants," "Enhancement of Warrants" (excepting the first paragraph thereof), "Credit Facility" and "The Investment Agreement"), "DESCRIPTION OF THE NOTES" (other than information under the heading "Book-Entry-Only System"), "REVENUES, FUNDS AND ACCOUNTS," "OPERATION OF FUNDS AND ACCOUNTS," "TAX MATTERS," "AMORTIZABLE BOND PREMIUM" and "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" in Appendix E-1, in Appendix B-1 and in Appendix C of this Official Statement, and insofar as such statements purport to summarize certain provisions of the Act, the Notes, the Indenture, and Bond Counsel's legal opinion and amortizable bond premium on the Notes, they present, in all material respects, and an accurate summary thereof. Bond Counsel has not undertaken to review the accuracy or completeness of statements under any other heading of this Official Statement, and expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bond Bank by its counsel, Baker & Daniels LLP, Indianapolis, Indiana. Certain legal matters will be passed upon for the Underwriters by their counsel, Mayer Brown LLP, Chicago, Illinois, and for the Bank, by its counsel, Emmet, Martin & Marvin, LLP, New York, New York.

Bingham McHale LLP, Indianapolis, Indiana serves as bond counsel to the Qualified Entities in connection with the issuance and sale of the Warrants to the Bond Bank and will be passing on certain legal matters in connection therewith.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon an Event of Default under the Indenture, under the terms of any of the Warrants purchased by the Bond Bank, under the terms of any Agreement or under the terms of the Investment Agreement or the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Warrants, the Agreements, the Investment Agreement or the Credit Facility Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the



rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America. These exceptions would encompass any exercise of any of the Qualified Entity's police powers in a manner consistent with the public health and welfare. Enforceability of the Indenture, the Warrants or the Agreements in situations where such enforcement may adversely affect public health and welfare may be subject to the police powers of the State or any of the Qualified Entities.

## **RATING**

S&P has assigned a rating of "SP-1+" to the Notes. This rating reflects only the view of S&P and an explanation thereof may be obtained from S&P at 55 Water Street, New York, New York 10041. The rating is not a recommendation to buy, sell or hold the Notes. There is no assurance that such rating will remain in effect for any given period of time or that the rating will not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect upon the market price or marketability of the Notes.

## **UNDERWRITING**

Under a note purchase contract entered into between the Underwriters listed on the cover page of this Official Statement and the Bond Bank, the Notes are being purchased by the Underwriters for reoffering at an aggregate purchase price of \$522,764,795.10. The purchase price reflects the original principal amount of the Notes, \$518,585,000.00 together with an original issue premium of \$4,568,733.85, less an Underwriters' discount of \$388,938.75. The contract of purchase provides that the Underwriters will purchase all of the Notes if any are purchased. The obligations of the Bond Bank to deliver the Notes and of the Underwriters to accept delivery of the Notes are subject to various conditions contained in the contract of purchase.

The Underwriters have agreed to make an initial public offering of all of the Notes at yields not less than the yields set forth on the cover page of this Official Statement. The Underwriters may offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) at prices lower than the initial public offering prices reflected on the cover page of this Official Statement.

## **CONTINUING DISCLOSURE**

### **General**

Pursuant to the terms of the Indiana Bond Bank Continuing Disclosure Agreement, the Bond Bank, while the Notes are outstanding (unless the Notes are defeased), has agreed to provide to each nationally recognized municipal securities information repository ("NRMSIR"), or to the Municipal Securities Rulemaking Board, and to the Indiana State Information Depository then in existence, if any (the "State Depository"), the following event notices with respect to the Notes, if material, and in a timely manner:

- 1) principal and interest payment delinquencies;
- 2) non-payment related defaults;
- 3) unscheduled draws on debt service reserves reflecting financial difficulties;
- 4) unscheduled draws on credit enhancements reflecting financial difficulties;
- 5) substitution of credit or liquidity providers, or their failure to perform;
- 6) adverse tax opinions or events affecting the tax-exempt status of the security;
- 7) modifications to rights of security holders;
- 8) bond calls;
- 9) defeasances;
- 10) release, substitution or sale of property securing repayment of the securities; and
- 11) rating changes.

Each Qualified Entity, while the Notes are outstanding or until its Warrants are legally defeased, redeemed or paid in full, has agreed to provide to the Bond Bank the preceding event notices with respect to its Warrants if material, and in a timely manner. The disclosure obligations of the Bond Bank and each of the Qualified Entities are referenced as the “Undertakings.”

Notwithstanding the foregoing, any information required to be provided by the Bond Bank to each NRMSIR and the State Depository as described above may, instead, be provided by the Bond Bank to DisclosureUSA, but only for so long as the conditions for the interpretation made by the Securities and Exchange Commission (the “SEC”) in the Response continue to be met. “DisclosureUSA” means the Internet-based electronic filing system created by the Municipal Advisory Council of Texas for the purpose of facilitating compliance by issuers and obligated persons (both as defined in Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”)) with continuing disclosure agreements entered into to satisfy the obligations of underwriters (as defined in the Rule). “Response” means the interpretive letter, dated September 7, 2004, released by the Division of Market Regulation of the SEC regarding DisclosureUSA.

## **Remedy**

The purpose of the Undertakings is to enable the Underwriters to purchase the Notes in satisfaction of subsection (b)(5) of the Rule. The Undertakings are solely for the benefit of the holders and Beneficial Owners of the Notes. The sole remedy against the Bond Bank or any Qualified Entity for any failure to carry out any provision of the Undertakings shall be for specific performance of the Bond Bank’s or such Qualified Entity’s disclosure obligations under the Undertakings. The Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Outstanding Notes, shall), or any holder or Beneficial Owner of the Notes, may seek a mandate or specific performance by court order, to cause the Bond Bank or Qualified Entity to comply with its obligations under the Undertakings. For the purposes of this section only, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding any Notes through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Note for federal income tax purposes.

Failure on the part of the Bond Bank or any Qualified Entity to honor its Undertaking shall not constitute a breach or default under the Notes, the Indenture, the Warrants or any other agreement to which the Bond Bank or the Qualified Entity is a party.

### **Modification of Undertakings**

The Bond Bank, the Trustee and any Qualified Entity may, from time to time, amend any provision of the Undertakings without the consent of the holders or Beneficial Owners of the Notes if: (a) such amendment (if related to certain provisions of the Undertakings) is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Bond Bank or any Qualified Entity or type of business conducted, (b) the respective Undertaking, as so amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule on the date of execution thereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) such amendment either (i) is approved by the holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or (ii) in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Notes.

Copies of the Undertakings are available from the Bond Bank upon request.

### **Compliance with Previous Undertakings**

In the previous five years, the Bond Bank and each of the Qualified Entities has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that any of them entered into pursuant to subsection (b)(5) of the Rule.

### **MISCELLANEOUS**

The Bond Bank's offices are located at 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, telephone (317) 233-0888.

All quotations from, and summaries and explanations of, the Act, the Indenture, the Credit Facility Agreement and the Agreements contained in this Official Statement do not purport to be complete and reference is made to each such document or instrument for full and complete statements of its provisions. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in a reasonable quantity of the Act, the Indenture, the form of Agreement, the Credit Facility Agreement and the supplemental materials furnished to the Bond Bank by the Qualified Entities may be obtained upon request directed to the Bond Bank.

It is the Bond Bank's current policy to provide its financial statements to the holders of its obligations, including the Notes, upon written request. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture.

Neither any advertisement of the Notes nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Notes. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bond Bank.

INDIANA BOND BANK

By: /s/ Richard E. Mourdock  
Chairman Ex Officio

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## **APPENDIX A**

### **SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES**

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## THE QUALIFIED ENTITIES

The proceeds of the Notes are anticipated to be used by the Trustee on behalf of the Bond Bank to purchase Warrants from the respective Qualified Entities set forth in this Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into warrant purchase agreements with the Bond Bank. The Bond Bank may also use the proceeds of the Notes to purchase Warrants from other Qualified Entities or in additional amounts from Qualified Entities participating in the Program if for any reason a Qualified Entity described in this Appendix A does not participate, either in whole or in part, in the Program.

**The following Qualified Entities, as further described below, have a taxpayer or industry group of taxpayers that in the aggregate comprise 10% or more of the Assessed Valuation of the Qualified Entity:**

<u>Qualified Entity</u>	<u>Total Warrants as a Percentage of Total Borrowing</u>
Attica Consolidated School Corporation	0.11%
DeKalb County Eastern C.S.D.	0.63
East Gibson School Corporation	0.08
Gary Community School Corporation	1.89
Indianapolis Public Schools	3.24
Jennings County Schools	0.35
Kankakee Valley School Corporation	0.60
Kokomo-Center Township Consolidated School Corporation	0.70
Lawrenceburg Community School Corporation	0.48
Madison Consolidated Schools	0.38
MSD of Mt. Vernon	1.51
MSD of Perry Township	3.42
School City of East Chicago	3.25
Shelby Eastern School Corporation	0.33
South Central Community School Corporation	0.34
South Vermillion Community School Corporation	0.34
Southwestern Jefferson County Consolidated School Corporation	0.11
Switzerland County School Corporation	0.06
Warsaw Community Schools	0.56
East Chicago Public Library	0.13
Speedway Public Library	0.03
Calumet Township (Lake County)	1.51
Decatur Township (Marion County)	0.44

## QUALIFIED ENTITIES

*Attica Consolidated School Corporation* - Attica Consolidated School Corporation is located in Fountain County in west central Indiana approximately 80 miles northwest of Indianapolis. The largest taxpayer in the School Corporation is a steel producer (Harrison Steel) which comprises 11% of the Assessed Valuation of the Attica Consolidated School Corporation.

*DeKalb County Eastern C.S.D.* - DeKalb County Eastern Consolidated School District is located in DeKalb County in northeastern Indiana approximately 25 miles northeast of Fort Wayne. Six steel producers (Steel Dynamics Incorporated - 17%, Nucor/Vulcraft - 5%, HS Processing - 3%, New Millennium - 2%, Heidtman Steel Products - 2%, and New Process Steel - 1%) jointly comprise 30% of the Assessed Valuation of DeKalb County Eastern Consolidated School District.

*East Gibson School Corporation* - East Gibson School Corporation is located in Gibson County in southwest Indiana north of Evansville. Two coal producers (Black Beauty Coal Company - 13% and United Minerals - 8%) jointly comprise 21% of the Assessed Valuation of the East Gibson School Corporation.

*Gary Community School Corporation* - Gary Community School Corporation is located in Lake County in northwest Indiana approximately 30 miles southeast of Chicago, Illinois. The largest taxpayer in the School Corporation is a steel producer (U.S. Steel Corporation) which comprises 22% of the Assessed Valuation of Gary Community School Corporation.

*Indianapolis Public Schools* - Indianapolis Public Schools is located in Marion County in central Indiana. Two pharmaceutical companies (Eli Lilly and Company - 10% and Roche Diagnostics Corp. - 1%) jointly comprise 11% of the Assessed Valuation of Indianapolis Public Schools.

*Jennings County Schools* - Jennings County Schools is located in Jennings County in southeastern Indiana approximately 75 miles southeast of Indianapolis. The largest taxpayer in the School Corporation is a plastic bag manufacturer (Hilex Poly) that comprises 27% of the Assessed Valuation of Jennings County Schools.

*Kankakee Valley School Corporation* - Kankakee Valley School Corporation is located in Jasper County in northwest Indiana. The largest taxpayer in the School Corporation is a utility (Northern Indiana Public Service Company) that comprises 27% of the Assessed Valuation of the Kankakee Valley School Corporation.

*Kokomo-Center Township Consolidated School Corporation* - Kokomo-Center Township Consolidated School Corporation is located in Howard County in north central Indiana approximately 40 miles north of Indianapolis. One automotive plant (DaimlerChrysler Corporation - 22%) and two automotive electronics companies (Delphi Auto Systems, Inc. - 10% and Delco Electronics Corporation - 4%) jointly comprise 36% of the Assessed

Valuation of the Kokomo-Center Township Consolidated School Corporation. On October 8, 2005, Delphi Corporation filed for protection under Chapter 11 of Title 11 of the United States Code (the United States Bankruptcy Code). Delphi Corporation paid 23% of both their June 2006 and December 2006 property tax bills. The School Corporation received a loan from the State of Indiana in January 2007 for the full amount of the 2006 shortfall. Delphi Corporation has paid its 2007 property taxes in full, and the bankruptcy is expected to be closed at the end of the first quarter of 2008. In addition, the bankruptcy agreement includes terms for Delphi Corporation to pay their 2006 property taxes in full, but a timeline has not been determined for this repayment.

*Lawrenceburg Community School Corporation* – Lawrenceburg Community School Corporation is located in Dearborn County in southeastern Indiana approximately 30 miles west of Cincinnati, Ohio. The largest taxpayers in the School Corporation are an electric utility (Indiana-Michigan Electric Company – 14%) and a gaming company (Indiana Gaming – 11%) which jointly comprise 25% of the Assessed Valuation of the Lawrenceburg Community School Corporation.

*Madison Consolidated Schools* – Madison Consolidated Schools is located in Jefferson County in southeastern Indiana. Three electric utilities (Indiana Kentucky Electric Corporation – 8%, Indiana/Michigan Power – 1%, and PSI Energy – 1%) jointly comprise 10% of the Assessed Valuation of Madison Consolidated Schools.

*MSD of Mt. Vernon* – MSD of Mt. Vernon is located in Posey County in southwestern Indiana. The largest taxpayer in the School District is an engineering and plastics manufacturer (SABIC - IP) that comprises 26% of the Assessed Valuation of MSD of Mt. Vernon.

*MSD of Perry Township* – MSD of Perry Township is located in Marion County in central Indiana. The largest taxpayers in the School Corporation are a pharmaceutical company (Eli Lilly and Company – 24%) and an electric utility (Indianapolis Power and Light – 10%) which jointly comprise 34% of the Assessed Valuation of MSD of Perry Township.

*School City of East Chicago* – The School City of East Chicago is located in Lake County in northwest Indiana approximately 25 miles southeast of Chicago, Illinois. Four steel producers (Mittal Steel – 20%, International Steel Group – 6%, Indiana Harbor Coke – 4%, and U.S. Steel Corporation – 1%) jointly comprise 31% of the Assessed Valuation of the School City of East Chicago.

*Shelby Eastern School Corporation* – Shelby Eastern School Corporation is located in Shelby County in south central Indiana approximately 31 miles southeast of Indianapolis. Three automotive manufacturing companies (Pilkington – 5%, PK USA – 4% and Meridian Automotive – 3%) jointly comprise 12% of the Assessed Valuation of Shelby Eastern School Corporation.

*South Central Community School Corporation* – South Central Community School Corporation is located in LaPorte County in northwest Indiana approximately 60 miles southeast of Chicago, Illinois. The largest taxpayer in the School Corporation is a grocery

distribution center including a warehouse and truck terminal (Midland Grocery Company) that comprises 10% of the Assessed Valuation of the South Central Community School Corporation.

*South Vermillion Community School Corporation* – South Vermillion Community School Corporation is located in Vermillion County in west central Indiana approximately 94 miles west of Indianapolis. The largest taxpayer in the School Corporation is a pharmaceutical company (Eli Lilly and Company) that comprises 23% of the Assessed Valuation of South Vermillion Community School Corporation.

*Southwestern Jefferson County Consolidated School Corporation* – Southwestern Jefferson County Consolidated School Corporation is located in Jefferson County in southeastern Indiana approximately 50 miles north of Louisville, Kentucky. Five automotive parts manufacturers (Arvin Sango, Inc. – 6%, Century Tube Corporation – 3%, Grote Industries – 3%, Dover Industries – 2%, and Madison Precision Products, Inc. – 2%) jointly comprise 16% of the Assessed Valuation of the Southwestern Jefferson County Consolidated School Corporation.

*Switzerland County School Corporation* – Switzerland County School Corporation is located in Switzerland County in southeast Indiana. The largest taxpayer (Belterra Casino and Resort) comprises 33% of the Assessed Valuation of the Switzerland County School Corporation.

*Warsaw Community Schools* – Warsaw Community Schools is located in Kosciusko County in north central Indiana approximately 40 miles northwest of Fort Wayne. Five orthopedic product companies (Zimmer – 5%, DePuy, Inc. – 2%, Biomet – 1%, Medtronic – 1%, and Symmetry Medical – 1%) jointly comprise 10% of the Assessed Valuation of Warsaw Community Schools.

*East Chicago Public Library* – East Chicago Public Library is located in Lake County in northwest Indiana approximately 25 miles southeast of Chicago, Illinois. Four steel producers (Mittal Steel – 20%, International Steel Group – 6%, Indiana Harbor Coke – 4%, and U.S. Steel Corporation – 1%) jointly comprise 31% of the Assessed Valuation of East Chicago Public Library.

*Speedway Public Library* – Speedway Public Library is located in Marion County in central Indiana. The largest taxpayer in the Library District is a racing facility (Indianapolis Motor Speedway) that comprises 12% of the Assessed Valuation of Speedway Public Library.

*Calumet Township* – Calumet Township is located in Lake County in northwest Indiana approximately 30 miles southeast of Chicago, Illinois. The Township's largest taxpayer (U.S. Steel Corporation) comprises 14% of the Assessed Valuation of Calumet Township.

*Decatur Township* – Decatur Township is located in Marion County in central Indiana. The largest taxpayer in the Township is a courier company (Federal Express) which comprises 16% of the Assessed Valuation of Decatur Township.

## **Reports**

Copies of the most recent State Board of Accounts Audit Reports, unaudited annual financial reports for units of government other than school corporations and Form 9s (unaudited semi-annual financial report for school corporations) for the last two calendar years have been furnished to the Bond Bank by the Qualified Entities described in this Appendix A and may be obtained in reasonable quantities upon request directed to the Bond Bank, 10 West Market Street, Suite 2980, Indianapolis, Indiana 46204, telephone (317) 233-0888. Copies of State Board of Accounts Audit Reports and unaudited annual financial reports for units other than school corporations are also available from the State Board of Accounts, 302 West Washington Street, Room E418, Indiana Government Center South, Indianapolis, Indiana 46204. Copies of Form 9s are also available from the Indiana Department of Education, Division of School Finance, Room 229, State House, Indianapolis, Indiana 46204.

## **Information Pertaining to the Qualified Entity and its Warrant Borrowings**

Certain information pertaining to the Qualified Entities anticipated to issue Warrants to be purchased with the proceeds of the Notes is set forth in tabular form in this Appendix A under the heading "Qualified Entities Borrowing Information for Notes". Such information includes, for each respective Qualified Entity, the following: the County or Counties in which the Qualified Entity is situated; the Fund of such Qualified Entity for which a Warrant is anticipated to be issued; the 2007 Ad Valorem Property Tax Levy of the Qualified Entity for such Fund; the Maximum Allowable Borrowing for such Qualified Entity under the Program limitations established by the Bond Bank (see the caption "THE PROGRAM -- Program Participation and Borrowing Limits" in this Official Statement); the anticipated Principal Amount of New Warrant to mature on the First Settlement Payment Due Date; the anticipated Principal Amount of New Warrant to mature on the December Settlement Payment Due Date; the anticipated Tuition Support Borrowing amount of the Warrant to mature on or before December 31, 2008 which is included in the December Settlement total; the Warrants as a Percentage of Aggregate Principal Amount is the comparison of the Warrants anticipated to be issued for such Qualified Entity to the total principal amount of all Warrants; the Total 2008 Estimated Fund Revenues to be received by the Qualified Entity for the Fund for the calendar year 2008; and the Average Percentage of Tax Collections for the calendar years 2004, 2005 and 2006 for the Qualified Entity.

The information described above and set forth in tabular form in this Appendix A, unless otherwise indicated, was obtained from information submitted to the Bond Bank by the Qualified Entities and, while believed to be reliable, has not been verified by independent investigation. The Bond Bank will require that each of the Qualified Entities certify, as of the date that its respective Warrants are purchased by the Bond Bank, that the information contained in this Official Statement relating to such Qualified Entities and their respective Warrants was correct as of the date of this Official Statement and continues to be correct as of the date that its respective Warrants are purchased by the Bond Bank. The material set forth in this Appendix A is for information and background purposes only and is not intended and should not be deemed to be a comprehensive or exhaustive presentation of all financial and economic information which may be pertinent with respect to each Qualified Entity. Further, the information in this Appendix A

APPENDIX A  
(Continued)

does not represent an analysis or representation of all of the detailed financial and other information reviewed by the Bond Bank and Crowe Chizek and Company LLC in the course of the Bond Bank's determination to purchase the Warrants of the Qualified Entities.

INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
<u>Schools</u>									
Anderson Community School Corporation	Madison	G T DS CP PDS	\$ 16,398,651 4,344,658 4,009,020 6,509,736 3,377,107	\$ 6,559,460 1,737,863 1,603,608 2,603,894 1,350,842	\$ 6,559,460 1,081,600 1,603,608 1,992,814 -	\$ 9,559,460 (6) 1,737,863 1,603,608 2,603,894 1,120,756	5.34 %	\$ 68,471,455 5,459,770 9,952,989 10,036,628 4,706,987	99.42 %
Argos Community Schools	Marshall	G TB PDS	1,002,541 31,750 49,197	401,016 12,700 19,678	122,691 7,061 2,118	401,016 12,700 19,678	0.11	4,074,000 51,000 52,800	101.00
Attica Consolidated School Corporation	Fountain	G T CP	1,359,811 223,362 560,785	543,924 89,344 224,314	- - -	346,087 83,343 135,211	0.11	5,775,330 245,244 615,773	99.24
Baugo Community Schools	Elkhart	G T CP	3,085,838 723,173 1,863,181	1,234,335 289,269 745,272	- 15,159 -	1,006,870 289,269 613,163	0.37	11,424,878 868,007 2,025,954	100.55
Beech Grove City Schools	Marion	G T DS CP PDS	3,200,386 664,299 2,744,415 1,962,169 308,199	1,280,154 265,719 1,097,766 784,867 123,279	- 97,945 - - 47,220	1,082,114 265,719 853,684 746,122 123,279	0.62	14,598,107 740,874 3,474,326 2,033,357 377,395	98.17
Blackford County Schools	Blackford	G DS PDS	3,154,517 2,122,282 352,736	1,261,806 848,912 141,094	- - 4,056	1,257,381 826,928 141,094	0.43	14,260,034 2,398,500 396,000	100.26
Bremen Public Schools	Marshall	G DS CP PDS	2,823,689 1,226,645 964,261 153,932	1,129,475 490,658 385,704 61,572	- 100,163 170,968 16,654	1,122,327 490,658 385,704 61,572	0.45	8,263,892 1,275,621 1,286,479 156,057	97.87
Brownsburg Community School Corporation	Hendricks	G T	13,168,344 2,959,413	5,267,337 1,183,765	- -	4,200,000 300,000	0.86	43,170,000 3,432,100	98.46
Center Grove Community School Corporation	Johnson	G T DS CP PDS	16,688,489 2,058,969 10,355,331 6,930,435 955,140	6,675,395 823,587 4,142,132 2,772,174 382,056	- 167,855 - - -	4,889,635 823,587 1,110,539 2,658,376 55,904	1.86	41,400,003 2,671,356 12,500,492 8,357,670 1,060,000	100.72
Centerville-Abington Community Schools	Wayne	G T DS CP	2,069,524 732,356 1,706,755 965,276	827,809 292,942 682,702 386,110	87,537 - - 7,263	827,809 232,224 664,779 386,110	0.42	9,121,000 874,000 1,984,000 1,081,000	98.92
Central Noble Community School Corporation	Noble	G	2,462,691	985,076	-	914,660	0.18	8,402,914	98.52
Clark-Pleasant Community School Corporation	Johnson	G T CP	7,925,976 2,327,958 3,881,091	3,170,390 931,183 1,552,436	9,610 268,817 -	3,170,390 931,183 800,000	0.99	31,421,730 2,788,000 5,249,000	101.07
Crawfordsville Community School Corporation	Montgomery	G T DS CP	3,763,568 667,017 5,210,490 1,823,377	1,505,427 266,806 2,084,196 729,350	- - - -	766,373 153,723 1,156,021 544,876	0.50	14,560,600 660,000 5,180,000 1,884,000	96.25
CSC of Eastern Hancock	Hancock	T CP PDS	592,382 721,693 112,705	236,952 288,677 45,082	- - -	221,134 96,998 13,651	0.06	730,923 1,085,583 141,272	107.04
Culver Community School Corporation	Marshall/Fulton Pulaski/Starke	G	3,149,543	1,259,817	-	1,166,200	0.22	7,607,800	100.95
Danville Community School Corporation	Hendricks	G T DS CP	4,000,920 1,038,017 3,258,986 1,848,277	1,600,368 415,206 1,303,594 739,310	- - - -	504,000 256,500 791,000 633,000	0.42	13,564,000 1,188,000 4,610,000 2,057,000	98.68

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
DeKalb County Central United School District	DeKalb	G T	\$ 7,103,117 1,791,115	\$ 2,841,246 716,446	\$ - 186,311	\$ 1,587,434 716,446	0.48 %	\$ 23,302,508 2,068,000	103.33 %
DeKalb County Eastern C S D	DeKalb	G T DS CP	3,106,554 1,013,706 1,305,740 1,468,396	1,242,621 405,482 522,296 587,358	- - 369,674 193,083	1,231,301 361,023 522,296 587,358	0.63	8,807,247 1,092,632 2,535,412 1,582,730	99.42
East Gibson School Corporation	Gibson	T	664,548	265,819	164,027	265,819	0.08	858,997	100.57
East Porter County School Corporation	Porter	G DS CP PDS	6,214,176 3,408,331 2,418,961 350,825	2,485,670 1,363,332 967,584 140,330	- - - 90,735	1,437,373 294,240 523,084 140,330	0.48	12,944,096 3,609,370 2,627,750 305,900	95.41
Eastern Howard School Corporation	Howard	T DS CP PDS	520,538 2,126,024 827,643 87,744	208,215 850,409 331,057 35,097	- - - -	34,880 89,748 295,888 1,697	0.08	551,186 2,234,038 922,081 89,860	100.09
Elwood Community School Corporation	Madison	G T DS CP TB	1,260,593 441,437 2,562,230 973,286 128,872	504,237 176,574 1,024,892 389,314 51,548	- - - - 51,548	97,397 149,398 934,111 188,045 51,548	0.28	12,300,000 561,500 2,798,467 1,082,500 171,000	100.95
Evansville-Vanderburgh School Corporation	Vanderburgh	G T CP	58,401,299 11,450,436 15,427,527	23,360,519 4,580,174 6,171,010	- - -	10,000,000 3,000,000 5,000,000	3.45	148,983,020 13,214,579 20,663,292	97.17
Franklin Community School Corporation	Johnson	G T	9,146,314 1,487,600	3,658,525 595,040	23,605 40,366	3,658,525 595,040	0.83	29,771,915 1,764,586	99.70
Franklin Township Community School Corporation	Marion	G	14,784,209	5,913,683	1,855,427	5,913,683	1.49	50,176,815	98.47
Frankton-Lapel Community Schools	Madison	G	3,117,823	1,247,129	263,299	1,247,129	0.29	13,079,822	101.90
Fremont Community Schools	Steuben	G T DS CP PDS	5,192,737 908,786 1,887,651 1,401,609 328,926	2,077,094 363,514 755,060 580,643 131,570	399,029 104,607 - - 131,570	2,077,094 363,514 251,457 489,526 131,570	0.76	7,266,000 1,048,000 1,891,666 1,520,000 525,000	101.84
Frontier School Corporation	White	G T DS CP TB PRS PDS	1,581,302 230,750 1,022,469 707,918 79,053 4,511 35,135	632,520 92,300 408,987 283,167 31,621 1,804 14,054	- - - 242,473 31,621 1,804 3,544	606,553 89,902 103,398 283,167 31,621 1,804 14,054	0.27	5,186,958 202,933 1,078,294 886,677 100,395 74,125 42,037	100.06
Gary Community School Corporation	Lake	G DS CP PRS	26,104,976 2,238,822 11,805,896 52,627	10,441,990 895,528 4,722,358 21,050	- - - 2,807	4,692,035 613,957 4,516,386 21,050	1.89	123,861,949 4,851,226 14,137,112 276,188	92.43
Greenwood Community School Corporation	Johnson	G T	7,683,275 897,245	3,073,310 358,898	- 111,862	1,841,676 358,898	0.44	22,907,544 1,140,000	100.51
Indianapolis Public Schools	Marion	T DS TB PDS	22,674,955 43,450,869 11,538,734 4,437,975	9,069,982 17,380,347 4,615,493 1,775,190	- - - -	91,513 13,144,971 2,433,557 1,253,826	3.24	24,664,941 38,948,900 11,855,198 3,261,288	96.64
Jay School Corporation	Jay/Blackford	CP	2,481,110	992,444	7,556	992,444	0.19	4,194,074	100.04
Jennings County Schools	Jennings	G T	5,524,829 2,651,885	2,209,931 1,060,754	- -	831,006 988,922	0.35	33,358,208 3,215,626	100.83

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.



INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
John Glenn School Corporation	St. Joseph/Marshall LaPorte	G T DS CP	\$ 2,628,079 534,857 2,020,656 1,466,454	\$ 1,051,231 213,942 808,262 586,581	\$ 441,762 213,942 70,744 -	\$ 1,051,231 213,942 110,686 586,581	0.55 %	\$ 10,663,939 699,723 1,959,161 1,915,771	101.57 %
Kankakee Valley School Corporation	Jasper	G T DS PDS	8,380,478 1,112,702 3,050,007 774,666	3,352,191 445,080 1,220,002 309,866	- 31,766 - 17,596	1,895,429 445,080 412,434 309,866	0.60	20,358,564 1,316,000 4,051,858 812,858	101.07
Kokomo-Center Township Consolidated School Corporation	Howard	G T	20,007,225 2,030,070	8,002,890 812,028	- -	3,038,000 602,000	0.70	47,623,296 2,380,000	98.01
Lakeland School Corporation	LaGrange/Noble	G	4,599,305	1,839,722	915,471	1,839,722	0.53	15,139,135	100.51
LaPorte Community School Corporation	LaPorte	G	10,349,128	4,139,651	-	2,250,171	0.43	38,056,310	98.85
Lawrenceburg Community School Corporation	Dearborn	G T	7,860,300 599,687	3,144,120 239,874	- 59,876	2,226,416 239,874	0.48	11,251,528 650,280	99.50
Lebanon Community School Corporation	Boone	G T DS CP TB	6,670,667 1,461,483 5,792,690 2,565,474 344,454	2,668,266 584,593 2,317,076 1,026,189 137,781	- - 331,189 70,681 137,781	172,593 429,777 2,317,076 1,026,189 137,781	0.89	21,050,000 1,610,000 6,364,000 3,000,000 337,571	99.75
Madison Consolidated Schools	Jefferson	G T DS PDS	6,172,260 1,641,126 2,760,953 1,872,814	2,468,904 656,450 1,104,381 749,125	- - - -	805,133 229,454 871,017 87,917	0.38	21,935,000 1,850,000 3,025,000 1,575,000	101.33
Manon Community Schools	Grant	G T CP	12,544,749 1,713,128 3,060,109	5,017,899 685,251 1,224,043	- - -	4,903,583 470,048 803,037	1.18	38,801,289 1,893,575 3,148,988	99.80
Middlebury Community Schools	Elkhart	G T	6,995,253 1,498,625	2,798,101 599,450	219,290 -	2,798,101 412,597	0.66	22,617,879 1,803,369	103.36
Milan Community School Corporation	Ripley	G T CP	1,089,326 620,158 614,684	435,730 248,063 245,873	435,730 47,430 12,568	435,730 248,063 245,873	0.27	8,228,472 863,000 871,000	100.56
Monroe Central School Corporation	Randolph	G CP TB	1,250,179 518,050 198,438	500,071 207,220 79,375	289,736 - -	500,071 175,745 43,628	0.19	6,022,520 555,000 150,000	100.36
Monroe County Community School Corporation	Monroe	G T	32,504,553 4,506,135	13,001,821 1,802,454	- -	9,559,561 1,590,901	2.14	66,367,806 5,340,359	99.30
Monroe-Gregg School District	Morgan	G T DS CP	2,430,011 578,996 1,791,876 835,383	972,004 231,598 716,750 334,153	- 26,705 - 245,528	731,638 231,598 496,291 334,153	0.40	8,303,586 823,318 1,849,200 1,268,892	100.30
Mooresville Consolidated School Corporation	Morgan	G T DS CP	6,539,745 1,540,807 3,279,958 3,073,770	2,615,898 616,322 1,311,983 1,229,508	- - - -	1,217,209 417,451 1,102,395 1,144,072	0.74	26,065,569 1,925,565 3,689,103 3,627,456	100.67
Mt. Pleasant Township Community School Corporation	Delaware	G T CP	4,554,087 1,201,721 1,878,357	1,821,634 480,688 751,342	955,641 - 78,960	1,821,634 350,240 751,342	0.76	14,544,955 1,522,750 2,131,000	99.30
Mt. Vernon Community School Corporation	Hancock	G DS	6,362,918 4,593,556	2,545,167 1,837,422	936,154 -	2,545,167 1,023,953	0.86	19,340,000 7,545,000	100.19
MSD of Lawrence Township	Manon	G T	36,408,684 8,302,446	14,563,473 3,320,978	1,436,527 1,679,022	14,563,473 3,320,978	4.02	99,237,172 9,714,004	98.64

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
MSD of Mt. Vernon	Posey	G DS CP TB PDS	\$ 12,912,955 3,969,649 3,503,537 173,567 649,477	\$ 5,165,182 1,587,859 1,401,414 69,426 259,790	\$ 434,818 - - 69,426 74,689	\$ 5,165,182 1,180,219 610,000 69,426 259,790	1.51 %	\$ 18,997,115 3,178,798 3,973,831 221,950 689,645	101.06 %
MSD of Perry Township	Marion	G T DS TB	25,025,054 5,455,863 15,195,512 757,182	10,010,021 2,182,345 6,078,204 302,872	2,267,134 - - 302,872	10,010,021 1,920,588 3,043,157 302,872	3.42	86,205,000 8,725,229 19,284,467 1,146,868	98.82
MSD of Pike Township	Marion	G T TB	38,543,709 6,344,089 958,352	15,417,483 2,537,635 383,340	4,907,208 521,343 383,340	15,417,483 2,537,635 383,340	4.63	67,566,000 7,092,000 1,639,109	95.75
MSD of Steuben County	Steuben	G PDS	7,257,196 561,904	2,902,878 224,761	- 98,191	2,579,217 224,761	0.56	18,113,612 734,556	100.64
MSD of Wabash County	Wabash	G T	4,299,405 898,625	1,719,762 359,450	- -	722,695 282,035	0.19	15,115,000 1,066,700	102.70
MSD of Warren Township	Marion	T PDS	5,990,656 1,766,476	2,396,262 706,590	- -	2,166,270 345,065	0.48	7,118,000 1,765,000	96.26
MSD of Washington Township	Marion	G T DS CP TB PRS PDS	42,241,765 5,701,270 7,171,221 11,372,783 1,047,415 130,927 1,380,683	16,896,706 2,280,508 2,868,488 4,549,113 418,966 52,370 552,273	4,858,044 456,712 - 568,133 418,966 - 208,038	16,896,706 2,280,508 2,235,185 4,549,113 418,966 25,048 552,273	6.41	63,867,316 6,206,400 7,580,300 12,083,872 1,111,666 333,940 1,491,911	97.05
MSD of Wayne Township	Marion	G T CP TB	23,263,271 6,672,320 10,472,449 1,522,997	9,305,308 2,668,928 4,188,979 609,198	- - 1,561,781 609,198	5,294,646 2,636,035 4,188,979 609,198	2.85	97,813,000 8,250,640 4,240,000 1,731,500	97.07
New Albany-Floyd County Consolidated School Corporation	Floyd	G	20,582,788	8,233,115	-	4,547,926	0.87	71,915,582	100.70
Nineveh-Hensley-Jackson United School Corporation	Johnson/Morgan	G T CP	3,590,626 940,211 1,325,597	1,436,250 376,084 530,238	370,778 67,106 521,287	1,436,250 376,084 530,238	0.63	11,220,916 1,255,920 1,841,216	100.22
Noblesville Schools	Hamilton	G T	17,707,301 2,698,026	7,082,920 1,079,210	- 378,110	3,530,831 1,079,210	0.96	48,316,451 3,357,455	100.35
North Miami Community Schools	Miami	G T DS CP PDS	1,599,398 396,763 551,574 724,431 208,473	639,759 158,705 220,629 289,772 83,389	61,842 32,059 - 21,513 -	639,759 158,705 95,180 289,772 12,562	0.25	6,463,753 462,763 625,603 830,694 223,573	104.82
North White School Corporation	White	G T DS CP PRS	2,649,849 562,549 1,507,517 1,053,703 7,796	1,059,939 225,019 603,006 421,481 3,118	111,150 - - 27,152 3,118	1,059,939 113,877 335,889 421,481 3,118	0.40	7,336,346 841,076 2,150,408 1,789,258 31,580	101.06
Oak Hill United School Corporation	Grant/Miami	G T DS CP TB	2,384,616 543,803 2,520,343 985,287 122,602	953,846 217,521 1,008,137 394,114 49,040	423,143 30,732 - 57,906 -	953,846 217,521 907,022 394,114 36,416	0.58	8,851,893 630,200 2,472,618 1,111,000 199,000	102.87
Penn-Harris-Madison School Corporation	St. Joseph	G T	18,718,040 4,576,735	7,487,216 1,830,694	- -	5,000,000 873,846	1.13	60,806,430 5,165,736	98.93
Peru Community Schools	Miami	G T DS	2,716,367 557,681 2,390,911	1,086,546 223,072 956,364	- - -	621,681 131,888 652,883	0.27	15,438,218 674,394 2,515,792	100.61
Plainfield Community School Corporation	Hendricks	G T CP	8,096,769 1,452,802 3,851,509	3,238,707 581,120 1,540,603	- - 142,977	1,819,823 411,406 1,540,603	0.75	24,939,399 1,707,000 4,464,819	97.28

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
Plymouth Community School Corporation	Marshall	G T DS TB PDS	\$ 5,940,720 872,714 3,228,594 208,556 361,617	\$ 2,376,288 349,085 1,291,437 83,422 144,646	\$ 1,497,976 - - 83,422 -	\$ 2,376,288 173,494 63,295 83,422 13,630	0.82 %	\$ 20,627,604 931,076 3,404,634 267,682 283,245	101.28 %
Portage Township Schools	Porter	G T CP	12,487,973 3,657,056 5,966,476	4,995,189 1,462,822 2,386,590	3,550,565 - -	4,995,189 761,059 511,409	1.88	51,943,859 4,551,421 6,459,236	94.95
Porter Township School Corporation	Porter	G CP TB PDS	3,140,697 1,358,444 63,981 110,047	1,256,278 543,377 25,592 44,018	8,713 115,778 18,756 -	1,256,278 543,377 25,592 3,657	0.38	8,786,864 2,155,754 167,200 212,917	97.97
Randolph Southern School Corporation	Randolph	G T CP	1,041,882 279,906 470,437	416,752 111,962 188,174	- - -	255,426 92,055 135,248	0.09	3,752,543 345,000 572,000	101.58
Rensselaer Central School Corporation	Jasper	G T	3,604,184 520,757	1,441,673 208,302	638,824 -	1,441,673 204,341	0.44	10,480,000 588,400	103.00
School City of East Chicago	Lake	G DS	10,971,787 13,228,608	4,388,714 5,291,443	4,388,714 2,788,025	4,480,858 (7) 5,291,443	3.25	47,975,695 12,000,000	89.81
School City of Hobart	Lake	G T DS CP TB PRS PDS	4,978,660 1,129,773 5,831,647 1,414,392 250,674 9,574 329,880	1,991,464 451,909 2,332,658 565,756 100,269 3,829 131,952	304,781 57,109 62,780 82,140 - 3,829 3,799	1,991,464 451,909 2,332,658 565,756 25,643 3,829 131,952	1.14	22,261,102 1,299,711 6,315,363 1,540,534 413,648 88,794 348,223	96.22
Shelby Eastern School Corporation	Shelby	G	3,048,168	1,219,267	517,251	1,219,267	0.33	9,025,000	106.91
South Bend Community School Corporation	St Joseph	G T	35,303,711 12,018,766	14,121,484 4,807,506	- -	5,183,067 2,886,750	1.54	141,328,726 13,876,489	98.98
South Central Community School Corporation	LaPorte	G T DS CP TB PDS	1,275,418 389,522 700,288 564,913 39,591 85,354	510,167 155,808 280,115 225,965 15,836 34,141	297,580 30,958 98,690 90,877 15,836 12,032	510,167 155,808 280,115 225,965 15,836 34,141	0.34	4,984,079 519,874 956,537 875,134 80,888 105,144	101.00
South Dearborn Community School Corporation	Dearborn	G T DS	4,086,928 1,402,228 2,806,633	1,634,771 560,891 1,122,653	651,034 - 281,008	1,634,771 413,494 1,122,653	0.79	19,348,580 1,543,800 4,066,753	105.56
South Henry School Corporation	Henry	G T DS CP	1,315,074 375,996 522,277 552,699	526,029 150,398 208,910 221,079	227,273 43,479 - 45,921	526,029 150,398 141,430 221,079	0.26	5,021,574 418,770 587,277 621,699	99.77
South Vermillion Community School Corporation	Vermillion	G	3,318,593	1,327,437	450,633	1,327,437	0.34	12,182,600	90.98
Southwestern Consolidated School District	Shelby	G	1,416,218	566,487	-	299,079	0.05	3,816,218	102.57
Southwestern Jefferson County Consolidated School Corp	Jefferson	T	944,654	377,861	177,549	377,861	0.11	1,251,800	100.89
Switzerland County School Corporation	Switzerland	T	931,173	372,469	-	304,537	0.06	1,100,000	102.11
Taylor Community School Corporation	Howard	G T CP	3,310,521 520,655 1,269,366	1,324,208 208,262 507,746	103,673 21,778 -	1,324,208 208,262 150,471	0.35	9,130,000 643,000 1,446,000	100.28
Tipton Community Schools	Tipton	G	3,555,453	1,422,181	-	707,092	0.14	10,773,945	98.51
Triton School Corporation	Marshall/Kosciusko	G T DS CP TB PDS	1,802,066 409,625 471,362 687,849 61,485 163,427	720,826 163,850 188,544 275,139 24,594 65,370	240,627 - - 71,930 24,594 -	720,826 73,114 87,655 275,139 24,594 49,938	0.30	6,317,000 537,500 498,586 1,023,000 256,000 188,892	100.14

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
Wa-Nee Community Schools	Elkhart/Kosciusko	G T TB	\$ 6,398,586 1,383,880 241,685	\$ 2,559,434 553,552 96,674	\$ 1,412,716 116,001 96,674	\$ 2,559,434 553,552 96,674	0.93 %	\$ 18,829,682 1,576,000 312,945	99.99 %
Warsaw Community Schools	Kosciusko	G	14,091,348	5,636,539	-	2,918,155	0.56	39,481,600	100.67
Wawasee Community School Corporation	Kosciusko	G T	10,424,825 1,531,330	4,169,930 612,532	- -	4,164,304 476,130	0.88	18,752,000 1,560,126	100.26
West Clark Community Schools	Clark	T DS CP PDS	1,521,654 4,177,783 2,619,646 483,681	608,661 1,671,113 1,047,858 193,472	372,536 - - 124,901	608,661 1,319,585 663,692 193,472	0.62	1,842,139 4,511,407 2,426,262 975,455	102.79
Whitko Community School Corporation	Kosciusko/Whitley	G T CP TB	2,984,374 675,582 1,569,101 189,633	1,193,749 270,232 627,640 75,853	- 41,537 - 75,853	958,384 270,232 354,440 75,853	0.34	11,292,639 748,542 1,738,556 262,422	101.73
Whitley County Consolidated School Corporation	Whitley	G	8,235,813	3,294,325	570,744	3,294,325	0.74	21,887,766	99.36
Zionsville Community Schools	Boone	G T	15,074,210 2,542,559	6,029,684 1,017,023	- -	4,529,705 745,278	1.01	32,640,634 2,862,936	100.15
Total Schools			\$ 1,305,504,504	\$ 522,201,687	\$ 65,298,472	\$ 391,585,054	87.53 %		
<b>Libraries</b>									
Avon-Washington Township Public Library	Hendricks	O	\$ 469,158	\$ 187,663	\$ -	\$ 49,595	0.01 %	\$ 892,742	102.34 %
Beech Grove Public Library	Marion	O	748,805	299,522	-	276,254	0.05		100.72
Brazil Public Library	Clay	O	231,170	92,468	1,714	92,468	0.02	424,000	97.86
East Chicago Public Library	Lake	O	5,094,820	2,037,928	-	674,656	0.13	5,437,313	90.60
Elkhart Public Library	Elkhart	O	3,707,848	1,483,139	449,069	1,483,139	0.37	5,587,500	101.12
Jeffersonville Township Public Library	Clark	O DS CP	951,558 513,251 174,869	380,623 205,300 69,947	138,209 - 17,918	380,623 159,901 69,947	0.15	1,763,372 554,073 244,595	100.86
Michigan City Public Library	LaPorte	O	2,282,526	913,010	-	846,221	0.16	2,978,808	102.86
Mishawaka-Penn-Harns Public Library	St. Joseph	O	3,171,506	1,268,602	-	774,258	0.15	4,240,134	98.88
Morrison-Reeves Library	Wayne	O CP	1,374,023 182,783	549,609 73,113	71,623 73,113	549,609 73,113	0.15	2,116,190 266,822	96.55
Plainfield Guilford Township Public Library	Hendricks	O	758,836	303,534	172,015	303,534	0.09	1,723,396	97.28
Speedway Public Library	Marion	O CP	675,348 87,631	270,139 35,052	- 19,134	80,204 35,052	0.03	844,291 115,969	98.23
West Lafayette Public Library	Tippecanoe	O DS	457,844 1,358,558	183,137 543,423	124,362 -	183,137 14,532	0.06	800,000 945,126	98.72
Total Libraries			\$ 22,240,534	\$ 8,896,209	\$ 1,067,157	\$ 6,046,243	1.37 %		
<b>Cities and Townships</b>									
Calumet Township	Lake	P&R CT TA CS PS	\$ 331,119 1,599,367 11,589,165 334,243 996,678	\$ 132,447 639,746 4,635,666 133,697 398,671	\$ 77,265 381,063 1,495,108 80,837 -	\$ 132,447 639,746 4,635,666 133,697 285,000	1.51 %	\$ 550,000 2,041,619 12,500,000 429,068 570,000	95.99 %
Center Township	Boone	F	234,701	93,880	93,880	93,880	0.04	676,791	101.64

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK  
Qualified Entities Borrowing Information

Qualified Entity	County	Fund (1)	Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of New Warrant (First Settlement)	Principal Amount of New Warrant (December Settlement)	Warrants as a Percentage of Aggregate Principal Amount	Total 2008 Estimated Fund Revenues (4)	Average Percentage of Tax Collections for 2004, 2005 and 2006 (5)
City of Anderson	Madison	G	\$ 19,252,747	\$ 7,701,098	\$ -	\$ 6,963,648	1.66 %	\$ 34,713,857	98.56 %
		P&R	2,213,181	885,272	-	597,482		3,122,544	
		AIR	204,269	81,707	25,273	81,707		808,104	
		FP	780,082	312,032	140,576	312,032		3,696,199	
		PP	194,618	77,847	77,847	77,847		2,908,496	
		S	754,347	301,738	-	8,882		880,100	
		SDS	947,357	378,942	-	363,706		1,298,000	
City of Crown Point	Lake	G	7,348,636	2,939,454	-	2,718,427	0.52	12,217,575	97.30
City of Hobart	Lake	G	13,308,153	5,323,261	1,055,595	5,323,261	1.22	16,164,000	94.35
City of Portage	Porter	G	8,613,209	3,445,283	1,587,032	3,445,283	1.33	13,771,069	96.21
		P&R	916,238	366,495	147,333	366,495		1,153,606	
		MVH	668,180	267,272	48,183	267,272		1,991,642	
		EMB	1,486,915	594,766	473,640	594,766		1,985,402	
City of Valparaiso	Porter	G	11,419,910	4,567,964	192,759	4,567,964	0.91	15,995,000	94.87
Decatur Township	Marion	F	3,815,964	1,526,385	750,183	1,526,385	0.44	5,813,282	101.75
Washington Township	Hendricks	G	282,909	113,163	5,089	113,163	0.50	451,917	99.43
		P&R	268,764	107,505	-	98,128		326,626	
		F	1,759,020	703,608	703,608	703,608		7,224,436	
		FDS	2,032,930	813,172	194,677	813,172		3,087,643	
Wayne Township	Allen	CT	263,846	105,538	7,676	105,538	0.27	436,124	110.57
		TA	2,232,761	893,104	380,390	893,104		4,080,084	
Total Cities and Townships			<u>\$ 93,849,309</u>	<u>\$ 37,539,713</u>	<u>\$ 7,918,014</u>	<u>\$ 35,862,306</u>	<u>8.40 %</u>		
<u>Counties and Other</u>									
Hammond Sanitary District	Lake	DS	\$ 3,992,991	\$ 1,597,196	\$ 1,597,196	\$ 1,597,196	0.95 %	\$ 6,337,402	96.19 %
		SWR	2,927,351	1,170,940	586,991	1,170,940		3,695,108	
Madison County	Madison	G	16,455,685	6,582,274	-	4,494,718	1.48	31,641,698	100.36
		F&C	7,605,294	3,042,117	209,938	3,042,117		9,074,161	
Marshall County	Marshall	F&C	2,420,306	968,122	444,049	968,122	0.27	4,918,258	100.39
Total Counties and Other			<u>\$ 33,401,627</u>	<u>\$ 13,360,649</u>	<u>\$ 2,838,174</u>	<u>\$ 11,273,093</u>	<u>2.70 %</u>		
Total of All Qualified Entities			<u>\$ 1,454,995,974</u>	<u>\$ 581,998,258</u>	<u>\$ 77,121,817</u>	<u>\$ 444,766,696</u>	<u>100.00 %</u>		

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK  
Qualified Entities Borrowing Information For Notes

- (1) AIR Airport  
CS Community Service  
CP Capital Projects  
CT Civil Township  
DS Debt Service  
EMB Employee Medical Benefit  
F Fire Fighting  
FDS Fire Debt Service  
F&C Family and Children  
FP Fire Pension  
G General  
MVH Motor Vehicle Highway  
O Operating  
P&R Parks and Recreation  
PDS Pension Debt Service  
PP Police Pension  
PRS Preschool/Special Education  
PS Public Safety  
S Sinking  
SDS Sanitary District Sinking  
SWR Sewer Maintenance  
T Transportation  
TA Township Assistance  
TB Bus Replacement
- (2) For purposes of determining the Maximum Allowable Borrowing, the Department of Local Government Finance has certified levies for property taxes due in 2007.
- (3) Based upon the borrowing limitation under the Program which limits amounts borrowed to 80% of the respective estimated First Settlement and/or December Settlement of Ad Valorem Property Taxes. See "Principal Amount of New Warrant" columns in this table for the actual principal amounts to be borrowed against the estimated First Settlement and/or December Settlement.
- (4) Includes Ad Valorem Property Taxes and all other revenues of the Fund estimated to be collected during the calendar year 2008. The 2008 Ad Valorem Property Taxes and, in some cases, Tuition Support has been pledged and appropriated for the payment of the Warrants.
- (5) Represents the average of ratios of annual Ad Valorem Property Taxes collected to Ad Valorem Property Taxes levied in each year (2004, 2005 and 2006 - the last years for which such information is available).
- (6) Anderson Community School Corporation - December Warrant includes \$3,000,000 borrowed against the December Tuition Support distribution.
- (7) School City of East Chicago - December Warrant includes \$92,144 borrowed against the December Tuition Support distribution.

The footnotes, as referenced above and shown on page A-14 of this Appendix, are a material part of this table and should be reviewed carefully.

## **APPENDIX B**

### **DEFINITIONS**

B-1 Certain Definitions Used in Indenture

B-2 Certain Definitions Used in Warrant Purchase Agreement

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## **APPENDIX B-1**

### **CERTAIN DEFINITIONS USED IN INDENTURE**

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**CERTAIN DEFINITIONS**

The following are definitions of certain of the terms used in this Official Statement and defined in the Indenture.

“Account” means any of the accounts established, held and disbursed by the Trustee under the Indenture.

“Act” means Indiana Code 5-1.5, as amended.

“Authorized Officer” means the Chairman, the Vice Chairman or the Executive Director of the Bond Bank.

“Authorized Official” means the duly elected or appointed treasurer, controller, clerk-treasurer, school superintendent, school business manager, township trustee or other authorized financial official of a Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

“Bank” means the issuer of the outstanding Credit Facility, which shall be an entity rated in a the two full highest rating categories by S&P at the time of execution of the Credit Facility Agreement, and initially means The Bank of New York.

“Business Day” means any day other than a Saturday, a Sunday, a legal holiday or any other day on which banking institutions in Indiana, Missouri or New York are authorized by law to close or to remain closed.

“Cash Flow Certificate” means a Positive Cash Flow Certificate or an Improving Cash Flow Certificate.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of the issuance of the Notes, and the applicable judicial decisions and published rulings and any applicable regulations promulgated or proposed thereunder or under the Internal Revenue Code of 1954.

“Credit Facility” means the credit facility extended by the Bank, effective on the date of issuance of the Notes, pursuant to the Credit Facility Agreement.

“Credit Facility Agreement” means the Credit Facility and Reimbursement Agreement dated as of January 1, 2008, between the Bond Bank and the Bank providing for the timely payment, when due, of a portion of the principal of and interest on the Notes, all subject to such conditions and under such terms as described in Article X of the Indenture.

“Financial Institution” means Natixis Funding Corp., a New York corporation (“NFC”), a wholly-owned subsidiary of Natixis Capital Markets Inc., which is a subsidiary of NATIXIS, a limited liability company with executive and supervisory boards (*société anonyme à directoire et*

*conseil de surveillance*) governed by French law. NFC changed its name from IXIS Funding Corp. in March 2007.

“Fiscal Year” means, when applied to a Qualified Entity, the fiscal year of each Qualified Entity which commences on the first day of January of a year and terminates on the last day of December of such year and, when applied to the Bond Bank, the fiscal year of the Bond Bank which commences on the first day of July of a calendar year and terminates on the last day of June of the following calendar year.

“Fund” means any of the funds established, held and disbursed by the Trustee under the Indenture.

“Government Obligations” means: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, General Services Administration, Government National Mortgage Association, Federal Maritime Administration or Small Business Administration; which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of the principal of, premium, if any, and interest on which (i) is unconditionally guaranteed or Insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (a); all to the extent such investments are permitted by law.

“Improving Cash Flow Certificate,” means a certificate prepared by the Bond Bank in accordance with the Indenture to the effect that, in its judgment, the action proposed to be taken by the Bond Bank will result in the same or greater ability of the Bond Bank to pay projected required debt service on all outstanding Notes from Revenues expected to be received after taking such action in each Fiscal Year, together with other moneys in the Funds and Accounts under this Indenture (other than the Rebate Fund) available therefor in accordance with the Indenture, than would otherwise have been the case without the taking of such action.

“Investment Agreement” means the Investment Agreement, dated as of January 31, 2008, by and between the Financial Institution and the Trustee, as acknowledged and accepted by the Bond Bank, providing for the investment of moneys held by the Trustee under the Indenture in certain Funds and Accounts, which investment agreement is in accordance with the provisions of clause (e) of the definition of “Investment Securities”.

“Investment Securities” means any of the following to the extent such investments are permitted by law: (a) Government Obligations; (b) certificates of deposit fully and promptly

secured at all times by Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the Trustee, which are rated at least AA or higher by S&P; (c) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the Trustee, which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and which are rated at the time of purchase at least AA or higher by S&P; (d) banker's acceptances of commercial banks, savings and loan associations or mutual savings banks, including the Trustee, which mature not more than one (1) year after the date of purchase; provided, such commercial banks, savings and loan associations, or mutual savings banks (as opposed to their holding companies) must be rated for unsecured debt at the time of purchase of the investments AA or higher by S&P; (e) investment agreements issued or guaranteed by entities rated Aa3 or higher by Moody's and AA- or higher by S&P at the time of execution, including the Investment Agreement; (f) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any banking association, including the Trustee, or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York; provided, that any such bank, trust company or dealer is rated at the time of purchase at least AA or higher by S&P; and provided further, that each repurchase agreement is secured by Government Obligations having at all times a market value not less than 102% of the principal amount of such repurchase agreement; and (g) shares of mutual funds or money market funds that invest only in Government Obligations that are rated in the highest category by S&P.

"Moody's" means Moody's Investors Service, Inc., New York, New York.

"Note Registrar" or "Registrar" means the Trustee acting as such under the Indenture.

"Payment Date" means any date on which principal and interest is payable on the Notes.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with the Indenture to the effect that immediately after the occurrence or nonoccurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with moneys expected to be held in the Funds and Accounts (other than the Rebate Fund) and available therefor as provided in the Indenture, will at least be sufficient on each Payment Date to provide for the payment of the principal of and interest on the Outstanding Notes due on each such date and the payment of Program Expenses, if any.

"Program," means the program of the Bond Bank for purchasing Warrants of Qualified Entities from proceeds of the Notes pursuant to the Act.

"Program Expenses" means the expenses authorized to be incurred by the Bond Bank from time to time in connection with the implementation, operation and continuation of the Program, as set forth in the Indenture.

"Revenues" means the income, revenues and profits of the Funds and Accounts under the Indenture, as referred to in the granting clauses of the Indenture.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, New York, New York.

“Supplemental Indenture” means any indenture supplemental to or amendatory of the Indenture as originally executed, which is duly executed in accordance with the provisions of the Indenture.

“Warrants” means the warrants issued by Qualified Entities which are parties to the Warrant Purchase Agreements, which warrants are issued in anticipation of Ad Valorem Property Taxes levied and in the course of collection by a Qualified Entity (and (a) in the case of school corporations, which warrants may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions in the course of collection by such school corporations, and (b) in the case of a township, which warrants may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of other revenues to be collected by the township on or before December 31, 2008), and which are purchased by the Trustee on behalf of the Bond Bank in accordance with the Indenture.

## **APPENDIX B-2**

### **CERTAIN DEFINITIONS USED IN WARRANT PURCHASE AGREEMENT**

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**CERTAIN DEFINITIONS**

The following are definitions of certain terms used in this Official Statement and defined in the Warrant Purchase Agreement.

“County Auditor” means the authorized officer of the county in which a Qualified Entity is located with jurisdiction and responsibility for the remittance of tax revenues collected for such Qualified Entity.

“Cumulative Cash Flow Deficit” means, with respect to any fund of a Qualified Entity upon which Warrants are issued, the excess of the expenses paid during the Tax Period which would ordinarily be paid out of such fund or financed by anticipated tax or other revenues of such fund, over the aggregate amount available (other than from proceeds of the Warrants) during the Tax Period for the payment of such expenses.

“Outstanding” or “outstanding Warrant” means, when used with reference to the Warrants, the unpaid amount of any Warrant purchased by the Bond Bank pursuant to an Agreement and not theretofore paid by a Qualified Entity.

“Reinvestment Rate” means the greater of (a) the original interest rate on the Warrants or (b) the per annum rate of interest equal to the defined rate or index specified for use in fixing or setting the per annum rate charged by the Bank for funds borrowed under the Credit Facility Agreement with the Bond Bank.

“Tax Period” means the period beginning on the date of issuance of the Warrants and ending on the earlier of the date six months after such date of issuance or the date of the computation of the Cumulative Cash Flow Deficit.

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## **APPENDIX C**

### **PROPOSED FORM OF BOND COUNSEL OPINION**

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**PROPOSED FORM OF BOND COUNSEL OPINION**

Upon delivery of the Notes, Barnes & Thornburg LLP, bond counsel,  
proposes to deliver an opinion in substantially the following form:

January 31, 2008

Indiana Bond Bank  
Indianapolis, Indiana

Re: Indiana Bond Bank  
Advance Funding Program Notes, Series 2008 A

Ladies and Gentlemen:

We have acted as bond counsel to the Indiana Bond Bank (the “Issuer”) in connection with the issuance by the Issuer of its Advance Funding Program Notes, Series 2008 A, dated January 31, 2008 (the “Notes”), in the aggregate principal amount of \$518,585,000 pursuant to Indiana Code 5-1.5, as amended, and the Note Indenture, dated as of January 1, 2008 (the “Indenture”), between the Issuer and The Bank of New York Trust Company, N.A., as trustee. In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer contained in the Indenture, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities (as defined in the Indenture) and others, including, without limitation, certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Baker & Daniels LLP, Indianapolis, Indiana, special counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the report of Crowe Chizek and Company LLC, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a body corporate and politic, validly existing under the laws of the State of Indiana (the “State”), with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Notes.

2. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Notes are payable solely from the Trust Estate (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that each of the Issuer and the Qualified Entities comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. Each of the Issuer and the Qualified Entities has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

5. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

6. Interest on the Notes is exempt from income taxation in the State for all purposes, except the State financial institutions tax.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated January 24, 2008, or any other offering material relating to the Notes.

We express no opinion regarding any tax consequences arising with respect to the Notes, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that, in our opinion, the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

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## **APPENDIX D**

### **THE BANK OF NEW YORK**

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## **APPENDIX D**

### **THE BANK OF NEW YORK**

The Bank of New York (the “Bank”) is one of the two principal banking subsidiaries of The Bank of New York Mellon Corporation (NYSE: BK), a bank holding company (the “Holding Company”). The Holding Company is the surviving entity from the merger of The Bank of New York Company, Inc. and Mellon Financial Corporation, which was effective on July 1, 2007. The Holding Company has annual revenues of approximately \$13 billion and pro-forma market capitalization of approximately \$50 billion. The Holding Company is headquartered in New York and has 40,000 employees around the world. The Holding Company is a global financial services company, operating in 37 countries and serving more than 100 markets.

The Bank was founded in 1784 by Alexander Hamilton and is the nation’s oldest bank. The Bank is a state chartered New York banking corporation and a member of the Federal Reserve System. Its business is subject to examination and regulation by federal and state banking authorities. The Bank has long-term senior debt ratings of “Aaa”/“AA-” and short-term ratings of “P1”/“A-1+” from Moody's and S&P, respectively. The Bank’s principal office is located at One Wall Street, New York, New York 10286. A copy of the most recent SEC filings for the Holding Company, as well as historical filings for The Bank of New York Company, Inc. and Mellon Financial Corporation, including their Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, may be obtained from the Public Relations Department, One Wall Street, 31st Floor, (212) 635-1569.

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## **APPENDIX E**

### **SUMMARY OF CERTAIN LEGAL DOCUMENTS**

- E-1 Summary of Certain Provisions of the Indenture
- E-2 Summary of Certain Provisions of the Warrant Purchase Agreements
- E-3 Summary of Certain Provisions of the Credit Facility Agreement

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## **APPENDIX E-1**

### **SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

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**SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

The following is a summary of certain of the provisions of the Indenture and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Indenture.

**Conditions Precedent to Purchase of Warrants**

The Trustee will not purchase any Warrant issued under any Agreement until it has had the opportunity to review with respect to the Qualified Entity which is a party to such Agreement each of the following:

- (1) An original executed counterpart of the Agreement;
- (2) An opinion or certificate of counsel for the Qualified Entity to the effect that the Agreement has been validly executed and delivered on behalf of the Qualified Entity and constitutes a binding agreement by and between the Qualified Entity and the Bond Bank;
- (3) The Warrant or Warrants, executed by the Qualified Entity and delivered in accordance with the Act, in such form as will comply with the applicable provisions of the Agreement and the Indenture and is acceptable to the Trustee;
- (4) A written requisition of the Bond Bank signed by an Authorized Officer, stating to whom, in what amount and by what method payment is to be made;
- (5) A certificate of an Authorized Officer attached to the requisition described in clause (4) above, to the effect that (1) the Qualified Entity, pursuant to its Agreement, has sold or will sell such Warrant or Warrants to the Bond Bank; (2) the Qualified Entity is obligated to make all payments of principal and interest as and when required to be made thereunder and to pay all fees and charges required to be paid to or on behalf of the Bond Bank under the Indenture and the Agreement; (3) to the knowledge of such officer, the Qualified Entity is not in default under the payment terms or other material terms or provisions of any other obligations of that Qualified Entity; and (4) the Qualified Entity has made all of the certifications required by the Act; together with the Agreement and such other certifications and representations as may be reasonable and appropriate;
- (6) An Opinion of Bond Counsel, in form and substance satisfactory to the Bond Bank and the Trustee, to the effect that such Warrant or Warrants bear interest that is excludable from gross income under Section 103 of the Code for federal income tax purposes; and

- (7) A certificate of an Authorized Official of the Qualified Entity to the effect that the representations and warranties of the Qualified Entity contained in the Agreement are true, complete and correct as of the time of such purchase.

Notwithstanding the provisions described in the foregoing paragraph, the Trustee is not required to review any of the items described therein prior to purchasing any one or more Warrants, so long as the Bond Bank certifies that each of such items not in the Trustee's custody is within the custody or control of the Bond Bank and is in compliance with the applicable provisions described in the foregoing paragraph.

### **Program Covenants**

In order to provide for the payment of the principal of and interest on the Notes (including any repayment under the terms of the Credit Facility Agreement) and of Program Expenses, the Bond Bank will, from time to time in a sound and economical manner in accordance with the Act and the Indenture undertake all necessary actions to receive and collect Revenues, including enforcement of the prompt collection of any arrears on Warrants. Whenever necessary to provide for the payment of the Notes, the Bond Bank will commence appropriate remedies with respect to any Warrant held by the Bond Bank which is in default.

The Bond Bank will (i) not purchase a Warrant for a fund in a principal amount in excess of eighty percent (80%) of the semiannual levy in anticipation of which such Warrant is due and payable (as estimated or certified by the Indiana Department of Local Government Finance) (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued), and (ii) not consent, pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount which, together with other warrants outstanding for a fund, would exceed eighty percent (80%) of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued) unless the Bond Bank receives written approval from S&P.

### **Warrant Covenants**

With respect to the Warrants purchased by the Bond Bank, the Bond Bank covenants as follows:

- (1) To the extent that such action would not adversely affect the validity of such Warrants, the Bond Bank will instruct the Trustee to pursue the remedy set forth in the Act for collection of deficiencies on any Warrants by collection of such deficiencies out of certain State funds payable but not yet paid to a defaulting Qualified Entity.
- (2) The Bond Bank will diligently enforce and take all actions necessary to protect its rights with respect to any Warrants and will also enforce or authorize the enforcement of all remedies available to owners or holders of the Warrants, unless the Bond Bank provides the Trustee and the Bank with a Positive Cash Flow

Certificate giving effect to the Bond Bank's failure to enforce or authorize the enforcement of such remedies. Decisions as to the enforcement of such remedies will be within the Trustee's sole discretion, unless the Bank is the only owner of outstanding Notes, in which case, all decisions as to the enforcement of particular remedies will be within the sole discretion of the Bank.

- (3) The Bond Bank will not (i) permit or agree to any material change in any Warrant or (ii) sell or dispose of any Warrant, unless the Bond Bank provides the Trustee and the Bank with a Cash Flow Certificate giving effect to such action and the Trustee and the Bank provide written approval thereof.

### **Accounts and Reports**

The Bond Bank will keep proper and separate books of records and accounts in which complete and correct entries will be made of its transactions relating to the Program and the Funds and Accounts established by the Indenture. Such books and all other books and papers of the Bond Bank and all Funds and Accounts will, at all reasonable times, be subject to the inspection of the Trustee, the Bank, and the owners of an aggregate of not less than five percent (5%) in principal amount of Notes then outstanding or their representatives duly authorized in writing.

Before August 1, 2008, the Trustee will provide the Bond Bank with a statement of the amounts on deposit in each Fund and Account as of July 15, 2008, and the total deposits to and withdrawals from each Fund and Account since the beginning of calendar year 2008.

### **Annual Budget**

The Bond Bank will adopt and file with the Trustee and appropriate State officials as required by the Act an annual budget covering its fiscal operations for the succeeding Fiscal Year not later than June 1, 2008. The annual budget will be open to inspection by any owner of the Notes. In the event the Bond Bank does not adopt an annual budget for the succeeding Fiscal Year on or before June 1, 2008, the budget for the preceding Fiscal Year will be deemed to have been adopted and be in effect for the succeeding Fiscal Year until the annual budget for such Fiscal Year has been duly adopted. The Bond Bank may at any time adopt an amended annual budget in the manner then provided in the Act.

### **Covenant to Monitor Investments**

The Bond Bank covenants and agrees to review regularly the investments held by the Trustee in the Funds and Accounts under the Indenture in order to assure that Revenues derived from such investments are sufficient to pay, together with other anticipated Revenues, the debt service on all Notes outstanding under the Indenture.

### **Preservation of Tax Exemption of the Notes**

In order to assure the continuing excludability of interest on the Notes from the gross income of the owners thereof for purposes of federal income taxation, the Bond Bank covenants and agrees to take all actions and not to fail to take any actions necessary in order to preserve and

protect such excludability. Additionally, the Bond Bank covenants and agrees not to take any action or fail to take any action with respect to the investment of the proceeds of the Notes or the investment or application of any payments of the principal of and interest on any Warrant or any other agreement or instrument entered into in connection therewith or with the issuance of the Notes, including but not limited to the obligation to rebate certain funds to the United States of America, which would result in constituting any Notes as “arbitrage bonds” within the meaning of Section 148 of the Code. The Trustee also covenants and agrees not to take any action or omit to take any action or permit any action or omission, which is within its control to be taken or omitted and would, to the knowledge of the Trustee, impair the excludability of the interest on any of the Notes from gross income for federal income tax purposes. Notwithstanding the provision described in the preceding sentence, the Trustee is not obligated to investigate the effect on the tax-exempt status of the Notes of its compliance with the directions of the Bond Bank.

### **Covenants Concerning Credit Facility Agreement**

The Bond Bank will review regularly the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on the Warrants, together with other Revenues, will be sufficient to provide for the timely payment of principal of and interest on the Notes.

The Bond Bank further will comply with the Credit Facility Agreement and the Trustee will take all action necessary to effect the Bond Bank’s compliance with the Credit Facility Agreement.

### **Events of Default**

Any of the following events constitutes an “Event of Default” under the Indenture:

- (a) The Bond Bank defaults in the due and punctual payment of the principal of or interest on any Note;
- (b) The Bond Bank defaults in the performance or observance of any of its other covenants, agreements or conditions contained in the Indenture, any Agreement, or the Notes and fails to remedy such default within sixty (60) days after receipt of notice, all in accordance with the Indenture;
- (c) Any warranty, representation or other statement by or on behalf of the Bond Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to the Indenture is false or misleading in any material respect when made and there has been a failure to remedy the same within sixty (60) days after receipt of notice, all in accordance with the Indenture;
- (d) The Bond Bank fails to make remittances required by the Indenture to the Trustee within the time limits prescribed in the Indenture;
- (e) A petition is filed against the Bond Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of

any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days after such filing;

- (f) The Bond Bank files a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (g) The Bond Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bond Bank or any of its property is appointed by court order or takes possession and such order remains in effect or such possession continues for more than sixty (60) days;
- (h) The Bond Bank is rendered incapable of fulfilling its obligations under the Indenture for any reason; or
- (i) An event of default occurs under the Credit Facility Agreement and the Bank exercises its right to terminate the Credit Facility thereunder.

No default described under subparagraph (b) or (c) above will constitute an Event of Default until actual notice of the default by registered or certified mail has been given to the Bond Bank by the Trustee, the Bank or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Notes then outstanding, and the Bond Bank has had sixty (60) days after receipt of the notice to correct such default and shall not have corrected such default or caused such default to be corrected within such period. If such default is correctable but cannot be corrected within such period, it will not constitute an Event of Default if corrective action is instituted by the Bond Bank within the applicable period and diligently pursued until the default is corrected.

## **Remedies**

Upon the occurrence of an Event of Default, the Trustee will notify the owners of all Notes then outstanding of such Event of Default and will have the following rights and remedies:

- (1) The Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on outstanding Warrants, subject to their terms, and to enforce the payment of principal of and interest on the Notes when due;
- (2) The Trustee may by action or suit in equity require the Bond Bank to account as if it were the trustee of an express trust for the owners of the Notes and may take such action with respect to the Warrants as the Trustee deems necessary or appropriate and in the best interest of the owners of Notes, subject to the terms of the Warrants;

- (3) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the owners of Notes under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate under the Indenture and of the Revenues, issues, earnings, income, products, and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer;
- (4) Upon the occurrence and continuance of an Event of Default described in subparagraph (a) or (d) above, the Trustee will request payment from the Bank under the Credit Facility;
- (5) Upon the occurrence of an Event of Default described in subparagraph (i) above, the Trustee will request payment from the Bank under the Credit Facility in an amount equal to the total amount available to be requested under the Credit Facility;
- (6) Upon the occurrence and continuance of an Event of Default and if requested to do so by the owners of a majority of the aggregate principal amount of all Notes then outstanding and if indemnified as provided in the Indenture, the Trustee will be obligated to exercise such of the rights, remedies, and powers conferred by the Indenture, as the Trustee, being advised by counsel, deems most expedient in the interests of the owners of the Notes; and
- (7) Upon the occurrence and continuance of an Event of Default and in the event the Bank (i) has been deemed an owner of Notes pursuant to the Indenture, (ii) is the only owner of outstanding Notes, and (iii) has requested the Trustee so to do, and further, if the Trustee is indemnified as provided in the Indenture, the Trustee will be obligated to exercise one or more of the rights, remedies and powers conferred by the Indenture, as the Trustee, being advised by counsel and the Bank, deems most expedient in the interest of the Bank as Noteholder.

Under no circumstances, however, will the Trustee be entitled to accelerate the maturity of the principal of any of the Notes.

#### **Transfer and Assignment of Notes to the Bank**

Upon receipt of payment from the Bank under the Credit Facility Agreement and subsequent payment of principal of and interest on Notes by the Bond Bank, and notwithstanding any other provisions in the Indenture, the Notes so paid will remain outstanding, will not be deemed defeased or otherwise satisfied, will not be considered paid by the Bond Bank and will continue to be due and owing until paid by the Bond Bank with interest at the Reinvestment Rate (as defined in Appendix B-2), and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Bond Bank to the registered owners of the Notes so paid will continue to exist and run to the benefit of the Bank, and the Bank will become subrogated to the rights of the recipients of such payments of principal of and interest on such Notes and will be deemed to be the owner of such Notes; provided, however, that any interest in, lien on or pledge of the Trust Estate in favor of the Bank (as holder of such Notes) will be junior

and subordinate to any interest in, lien on or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. To evidence such subrogation and ownership, the Trustee will note the Bank's rights as subrogee and owner on the registration books maintained by the Trustee upon receipt from the Bank of the payment to the Bond Bank and payment of principal and interest to the holders of such Notes.

After payment of all principal of and interest on the Notes, the Trustee shall deliver to the Bank any net amount of any advance under the Credit Facility previously disbursed and not used to make payment on the Notes.

### **Rights and Remedies of Owners of Notes**

No owner of any Note will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for any other remedy under the Indenture, unless (i) a default has occurred, of which the Trustee has been notified pursuant to the Indenture, (ii) such default has become an Event of Default and the owners of not less than a majority of the aggregate principal amount of all Notes then outstanding have made written request to the Trustee and have offered the Trustee reasonable opportunity either to proceed to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) such owners of Notes have offered to indemnify the Trustee, as provided in the Indenture and (iv) the Trustee has thereafter refused, or after 60 days subsequent to receipt of such request and offer of such indemnification has failed, to exercise the powers and remedies granted in the Indenture or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, or to the appointment of a receiver or any action or cause of action for the enforcement of the Indenture, or to any other remedy as provided in the Indenture. All proceedings at law or in equity must be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of the owners of all then outstanding Notes. However, nothing contained in the Indenture will affect or impair the right of any owner of Notes to enforce the payment of the principal of and interest on any Note or the limited obligation of the Bond Bank to pay the principal of and interest on each of the Notes to the owners of the Notes at the time and place, from the source, and in the manner expressed in the Indenture and the Notes.

The owners of a majority in aggregate principal amount of all Notes then outstanding will have the right, at any time during the continuance of an Event of Default, by a written instrument or instruments executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture or for the appointment of a receiver or any other proceedings under the Indenture. However, such direction will not be otherwise than in accordance with the provisions of law and of the Indenture.

### **Waivers of Events of Default**

At its discretion and with the consent of the Bank, the Trustee may waive any Event of Default and its consequences, and must do so upon the written request of the owners of (i) more than sixty-five percent (65%) in aggregate principal amount of all Notes then outstanding in

respect of which an Event of Default in the payment of the principal of or interest on any Note exists or (ii) more than fifty percent (50%) in aggregate principal amount of all Notes then outstanding in the case of any other Event of Default. However, there may not be waived (A) any Event of Default in the payment of the principal of any outstanding Note at the specified date of maturity or (B) any Event of Default in the payment when due of the interest on any outstanding Note, unless, prior to waiver, all arrears of payments of interest or principal due, as the case may be, with interest on overdue principal at the rate borne by such Note, and all expenses of the Trustee in connection with the Event of Default have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default has been discontinued or abandoned or determined adversely, then and in every case, the Bond Bank, the Trustee and the owners of Notes will be restored to their former positions and have their former rights under the Indenture. No such waiver or rescission will extend to any subsequent or other Event of Default or impair any rights consequent thereon.

### **Supplemental Indentures**

The Bond Bank and the Trustee, without the consent of, or notice to, any of the owners of Notes, but with the written consent of the Bank, may enter into an indenture or indentures supplemental to the Indenture for any one of more of the following purposes:

- (a) To cure any ambiguity, formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the owners of Notes then outstanding any additional benefits, rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of Notes or the Trustee, or to make any change which, in the judgment of the Trustee, does not materially and adversely affect the interests of the owners of Notes and does not otherwise require the consent of the owners of all Notes then outstanding under the Indenture;
- (c) To subject to the lien and pledge of the Indenture for the benefit and security of the owners of the Notes then outstanding additional revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any supplemental indenture in order to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, in connection therewith, if the Bond Bank and the Trustee so determine, to add to the Indenture or to any supplemental indenture such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or federal or state statute. However, any such indenture supplemental referred to in this subsection must not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the owners of any of the Notes or grant a privilege, priority or preference to any one Note over any other Note;



- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new Note Registrar and/or paying agent;
- (f) To modify, amend or supplement the Indenture or any supplemental indenture to enable the Bond Bank to comply with its covenants regarding the excludability of interest from gross income of the owner of the Notes for federal income tax purposes, so long as any such action is not to the material prejudice of the owners of the Notes;
- (g) To modify, amend or supplement the Indenture or any supplemental indenture in any manner which, in the reasonable opinion of the Trustee, does not adversely affect, in any material respect, the security for the Notes.

With the exception of supplemental indentures for the purposes described in the preceding paragraph and subject to the terms of the Indenture, the owners of not less than a majority of the principal amount of all Notes then outstanding will have the right, from time to time, to consent to and approve the execution by the Bond Bank and the Trustee of any supplemental indenture or indentures deemed necessary and desirable by the Bond Bank for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture. However, nothing contained in the Indenture shall permit or be construed as permitting, without the consent of the Bank and owners of all Notes then outstanding: (i) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on, any Notes; or (ii) the creation of any lien on the Trust Estate prior to the lien of the Indenture; or (iii) a reduction in the aggregate principal amount of the Notes, the owners of which are required to consent to any such supplemental indenture; or (iv) the granting of a privilege, priority or preference to any of the Notes over any other Notes; or (v) any amendment or modification of the trusts, powers, rights, obligations, duties, remedies, immunities, or privileges of the Trustee which will also require the written consent of the Trustee.

### **Defeasance and Discharge of Lien of Indenture**

If: (i) payment or provision for payment is made to the Trustee of the whole amount of the principal of, and interest on, the Notes due and to become due upon all of the Notes then outstanding under the Indenture; (ii) all Credit Obligations (as defined in the Credit Facility Agreement) have been discharged and there are no amounts owed by the Bond Bank to the Bank under the Credit Facility Agreement; and (iii) the Trustee receives all payments due and to become due under the Indenture, then the Indenture may be discharged in accordance with its provisions.

Any Note will be deemed to be paid within the meaning of the Indenture when: (i) payment of the principal of that Note and interest thereon to the due date, either (a) has been made or has been caused to be made in accordance with its terms or (b) has been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (I) moneys

sufficient to make such payment, (II) Government Obligations of the type described in clause (1) of the definition of “Government Obligations” in the Indenture (“Defeasance Obligations”), which must not contain provisions permitting the redemption at the option of the issuer, and maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payments or (III) a combination of such moneys and such Defeasance Obligations; and (ii) all other sums payable under the Indenture by the Bond Bank, including the necessary and proper fees and expenses of the Trustee pertaining to the Notes and any amounts required to be rebated to the United States of America, have been paid to or deposited with the Trustee.

## **APPENDIX E-2**

### **SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS**

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**SUMMARY OF CERTAIN PROVISIONS OF  
THE WARRANT PURCHASE AGREEMENTS**

The following is a summary of certain of the provisions of the Agreements and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Agreements.

**Representations of the Bond Bank**

The Bond Bank will represent and warrant in each Agreement, among other things, that:

- (1) It is a public body corporate and politic with full power and authority to enter into the Agreement and to perform its obligations thereunder;
- (2) By all required action, the Agreement and the Indenture and their respective execution and delivery have been duly adopted and authorized by the Bond Bank; and
- (3) The execution and delivery of the Agreement, and the performance of the Bond Bank of its obligations thereunder will not violate or result in a breach of any of the terms of, or constitute a default under, the Act or any instrument to which the Bond Bank is a party or by which it is bound.

**Representations of the Qualified Entity**

The Qualified Entity will represent and warrant in its Agreement, among other things, that as of the date of the Agreement and the purchase of Warrants made thereunder:

- (1) It is a duly organized and existing political subdivision and constitutes a “qualified entity” within the meaning of the Act;
- (2) It has full power and authority to enter into the Agreement and perform its obligations thereunder;
- (3) By all required action, it has duly authorized the execution and delivery of the Agreement;
- (4) The execution, delivery and performance of the Agreement by the Qualified Entity will not conflict with or result in a breach under or constitute a default under any instrument to which the Qualified Entity is a party or by which it is bound;
- (5) There is no litigation pending or, to the knowledge of the Qualified Entity, threatened that challenges or questions the validity or binding effect of the Agreement or the Warrants or its authority or ability to execute and deliver the

Agreement or the Warrants or perform its obligations thereunder or that would, if adversely determined, have a significant adverse effect on the ability of the Qualified Entity to meet its obligations under the Agreement or the Warrants;

- (6) Unless otherwise disclosed in writing to the Bond Bank, it has not, during the last 40 years, failed to pay when due interest on or principal of, and is not now in default under any obligation or indebtedness;
- (7) Unless otherwise disclosed in writing to the Bond Bank, it has, during its three most recent Fiscal Years, achieved an Ad Valorem Property Tax collection rate (including property tax replacement revenues) of at least eighty-five percent (85%);
- (8) All information furnished by it to the Bond Bank in connection with its participation in the Program is accurate and complete in all material respects;
- (9) It has not purchased and will not purchase, pursuant to any arrangement, the Notes in an amount related to the Warrants;
- (10) It has taken or will take all proceedings required by law to enable it to issue and sell the Warrants to the Bond Bank pursuant to the Agreement;
- (11) It has not issued any other obligations in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection (including property tax replacement revenues), or if applicable, in anticipation of the receipt of current State tuition support revenue estimated to be received prior to December 31, 2008 (but after the last day of June 2008) for a fund upon which Warrants are to be issued;
- (12) Prior to the end of the Tax Period, the Cumulative Cash Flow Deficit with respect to each fund upon which such Warrants will be issued is expected to exceed 90% of the proceeds of all the Warrants issued for such fund; and
- (13) There have been levied and are in the course of collection Ad Valorem Property Taxes (including property tax replacement revenues) for each fund upon which Warrants are to be issued with respect to the June and December settlements and distributions in an amount estimated to equal at least 125% of the respective amounts of Warrants maturing on June 30, 2008 (or, if applicable by the terms of any Warrant, the First Settlement Payment Due Date), and payable from the June settlement and distribution and/or maturing on December 31, 2008, and payable from the December settlement and distribution.

### **Purchase of Warrants**

The Bond Bank will agree to purchase the Warrants of the Qualified Entity at the purchase price of 100% of the par value thereof in a principal amount agreed to by the Qualified Entity and the Bond Bank. The Bond Bank will disburse the proceeds from the sale of the Warrants to the Qualified Entity on or about the date of issuance of the Notes. The Warrants will

bear interest prior to their due date or dates at the per annum rate fixed at the time of their issuance. Each Qualified Entity is expected to have authorized an interest rate not to exceed six and one-half percent (6.50%) as of the date of this Official Statement. To the extent permitted by law, Warrants not paid on or before the respective due date will bear interest at the Reinvestment Rate thereafter until paid.

The initial payment installment for any Warrant purchased shall be at least \$50,000 unless otherwise consented to by the Bond Bank. The Trustee shall not make any future installment advance with respect to any Warrant that has not been disbursed in full on the date that such Warrant is purchased until such time as the Trustee has received notice of a Request for an Installment advance as directed by the Warrant Purchase Agreement approved by the Bond Bank. Such subsequent installments shall be made on the first Business Day of each month through and including May 2008. Notwithstanding the foregoing, if the full principal amount of any Warrant has not been disbursed to the Qualified Entity prior to the first Business Day of May 2008, then a final payment installment shall be made by the Trustee to the Qualified Entity on the first Business Day of May in an amount, which together with all prior payment installments made with respect to such Warrant, aggregate the principal amount of each Warrant purchased by the Bond Bank from such Qualified Entity.

## **Payment**

Each Qualified Entity will be required to repay its Outstanding Warrants in full in immediately available funds no later than the applicable: (i) June 30, 2008, or if applicable by the terms of any Warrant, the First Settlement Payment Due Date; or (ii) December 31, 2008. Except as set forth in the Warrant Purchase Agreement, Qualified Entities may not prepay the Warrants prior to their due date without the express written consent of the Bond Bank. Qualified Entities will be required to submit a request to the County Treasurer for an advance distribution of not less than 95% of collections of Ad Valorem Property Taxes for each fund in anticipation of which Warrants are issued. If a Qualified Entity receives advance distributions of Ad Valorem Property Tax collections or other moneys in lieu thereof, and the total of all advance distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total taxes in anticipation of which Warrants have been issued, the Qualified Entity will be required to invest such moneys temporarily in investments which: (i) mature no later than the respective due dates of such Warrants, and are limited solely to interest-bearing time deposits or certificates of deposit of any bank, trust company or national banking association which is a member of the Federal Reserve System and which is designated as a depository under and a participant in the Public Deposit Insurance Fund of the State; or (ii) have been approved by the Bond Bank. Additionally, in the event the First Semi-Annual Settlement shall occur in more than one installment to the Qualified Entity to be made after June 30, 2008, following its receipt of each such installment, the Qualified Entity (i) must within two (2) Business Days following receipt of each such installment notify the Bond Bank of the amount so received and (ii) will be obligated to prepay the Warrants issued in anticipation of the First Semi-Annual Settlement in the amounts, on the date or dates, and in respect of the respective Warrants as may be determined by the Bond Bank in a notice to the Qualified Entity; provided the aggregate amount of each such prepayment of the Warrants shall not exceed the aggregate amount of each such respective installment received by the Qualified Entity.

## **Conditions of Purchase**

Prior to the purchase by the Bond Bank of any Warrants, the Trustee will have the opportunity to review the various documents and instruments required by the Agreement with respect to each Qualified Entity, including, among other things, the following:

- (1) A certificate executed by an Authorized Official stating (a) the amount of the Cumulative Cash Flow Deficit projected to occur during each month of the Tax Period in each of the funds of the Qualified Entity for which Warrants are to be issued, (b) the amount of taxes estimated or certified by the County Auditor or the DLGF to be levied and collected during the 2008 calendar year (including property tax replacement revenues) for each of the funds for which Warrants are to be issued, and (c) that the Qualified Entity has duly, regularly and properly adopted its budget for the 2008 Fiscal Year, has complied with all statutory and regulatory requirements with respect to its adoption and will expend the proceeds of its Warrant or Warrants for lawful purposes provided for in the budget;
- (2) A copy of the final budget order, or if such final budget order is not available, then the most current preliminary budget order, of the DLGF setting forth the annual budgets for each of the funds of the Qualified Entity for which Warrants are to be issued;
- (3) A copy of the resolutions or ordinances of the Qualified Entity authorizing the issuance of the Warrants and appropriating and pledging funds for their repayment;
- (4) The opinion of bond counsel to the Qualified Entity in the form required by the Agreement;
- (5) A signed copy of the opinion or certificate of counsel to the Qualified Entity in the form required by the Agreement;
- (6) A copy of the transcript of the proceedings in which the Qualified Entity has authorized the issuance and sale of the Warrants to the Bond Bank; and
- (7) All other documents and materials required by bond counsel for the Bond Bank.

## **Consent to Pledge by Qualified Entity**

The Qualified Entity consents and agrees to the assignment and pledge by the Bond Bank of the Warrants and all rights of the Bond Bank under the Agreement to the Trustee and thereafter to the Bank.

## **Other Borrowings**

For so long as its Warrant or Warrants are outstanding, the Qualified Entity will not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation in anticipation of the revenues budgeted for the fund from which the Warrants will be paid for



the then current Fiscal Year; provided that this prohibition shall not be violated by the Qualified Entity having issued warrants for a fund in anticipation of revenues that were originally anticipated for collection in the prior Fiscal Year but due to reassessment and related delays are now anticipated for collection in the Fiscal Year ending December 31, 2008 or by issuing warrants with the Bond Bank's consent, to refund any such warrant if such revenues remain in the course of collection.

### **Reports Relating to Cumulative Cash Flow Deficit and Financial Information.**

The Qualified Entity will be required to submit monthly reports regarding its Cumulative Cash Flow Deficit and its compliance with the requirements of Section 148 of the Code.

### **Maintenance of Tax Exemption and Arbitrage Rebate**

The Qualified Entity covenants not to take, or cause or permit itself or any party under its control to take, or fail to take, or cause to permit itself or any party under its control to fail to take, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on its Warrants pursuant to Section 103 of the Code.

The Qualified Entity covenants to take all action necessary and appropriate to comply with the arbitrage rebate requirement under Section 148 of the Code to the extent applicable. The Qualified Entity will bear all responsibility for and pay all expenses of compliance with the rebate requirements with respect to its Warrants.

### **Remedies**

The Qualified Entity acknowledges and agrees that, in the event of its default on any of its obligations under its Agreement or under its Warrants, the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement to the extent that amounts are owed to the Bank under the Credit Facility Agreement) will have any and all remedies available at law or in equity for the enforcement of such obligations. The Qualified Entity further covenants and agrees that, in the event that any default on the payment of principal of or interest on a Warrant is attributable to or arises from a third party's act or omission, the Qualified Entity will diligently prosecute any cause of action arising therefrom in its own name or, at the option of the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement) and to the extent permitted by law, assign such right to pursue the cause of action in its own name to the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement).

### **Additional Costs Imposed on Qualified Entities**

The Qualified Entity will agree to pay to the Bond Bank all costs and expenses incurred by or on behalf of the Bond Bank as a result of any failure by the Qualified Entity to comply with the provisions of the Agreement.

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## **APPENDIX E-3**

### **SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT**

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**SUMMARY OF CERTAIN PROVISIONS OF  
THE CREDIT FACILITY AGREEMENT**

The following is a summary of certain of the provisions of the Credit Facility Agreement and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Credit Facility Agreement.

**Assignment to Trustee**

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank will assign all of its rights under the Credit Facility Agreement to the Trustee. The Trustee will be deemed to be the agent of the Bond Bank for purposes of the Credit Facility Agreement and will have the authority to exercise any and all rights of the Bond Bank under the Credit Facility Agreement, including without limitation, the right to request payment under the Credit Facility Agreement. The obligations of the Bond Bank under the Credit Facility Agreement will remain with the Bond Bank and will not be assigned to the Trustee.

**Request for Payment**

The Trustee, acting on behalf of the Bond Bank, may request payment under the Credit Facility Agreement at any time during the Bank's business hours by delivery of a certificate requesting payment in the form attached to the Credit Facility Agreement appropriately completed and signed by the Trustee. If a payment request is appropriately completed and received by the Bank on or prior to 10:00 a.m., New York City time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, New York City time, on the same day. If a payment request is appropriately completed and received by the Bank after 10:00 a.m., New York City time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, New York City time, on the next succeeding banking day. If a payment request is delivered by the Trustee and does not conform to the form of the payment request attached to the Credit Facility Agreement, the Bank will give the Trustee prompt notice of such fact in writing or by telephone or facsimile transmission, and thereafter, the Trustee may attempt to correct such certificate requesting payment.

**Reimbursement and Other Payments by the Bond Bank**

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank agrees to pay to the Bank no later than May 31, 2009, an amount equal to the total amount disbursed under the Credit Facility Agreement, together with interest on such amounts. The Bond Bank will execute a note to evidence its obligations to the Bank under the Credit Facility Agreement (the "Facility Note"). To the extent moneys are available in the Trust Estate for the repayment of credit obligations under the Credit Facility Agreement, the Bond Bank will repay such amounts to the Bank prior to May 31, 2009. Moneys shall be considered available in the Trust Estate for the payment of credit obligations only if and to the extent that moneys in the Trust Estate together with the sum of (1) the principal amount of all Warrants in the Trust Estate (excluding, however, Warrants the payment of principal of or interest on which is in default) and

(2) all interest to be received on all Warrants held in the Trust Estate (excluding, however, Warrants the payment of principal of or interest on which is in default) exceeds the sum of (a) the outstanding principal amount of the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture); (b) the full amount of the interest to be paid on the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) at their maturity; and (c) the anticipated costs to be incurred in connection with the administration of the Program. If there is a termination of the Credit Facility Agreement, then in no event shall any moneys in the Trust Estate be considered available for or used for the repayment of such credit obligation prior to the date on which the principal of and interest on all Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) has been paid in full.

### **Covenants of the Bond Bank Under the Credit Facility Agreement**

The Bond Bank covenants and agrees, pursuant to the Credit Facility Agreement, among other things:

- (1) To comply at all times with its covenants and obligations under the Indenture, the Agreements and the Notes;
- (2) To conduct its affairs and carry on its operations in a manner complying in all material respects with any and all applicable laws of the United States of America and the State of Indiana;
- (3) To permit the Bank or any of its agents or representatives to examine and make copies of any abstracts from the records and books of account of the Bond Bank and to discuss the general business affairs of the Bond Bank with any of its officials, directors or employees;
- (4) To keep proper books and records of account, in which full and correct entries will be made of financial transactions and the assets of the Bond Bank in accordance with generally accepted accounting principles;
- (5) To furnish the Bank with (i) a statement of the Bond Bank setting forth the details of any event of default and the action the Bond Bank proposes to take with respect to such event of default within ten (10) days after the occurrence thereof; (ii) its audited balance sheet and audited income statement and statement of cash flows as prepared by its independent certified public accountants as soon as possible after the end of each Fiscal Year, (iii) a statement or report of the Trustee setting forth the amount on deposit in each Fund and Account held under the Indenture and the total deposits and withdrawals from each Fund and Account during each month, within twenty (20) days after the end of each such month and (iv) such other information regarding the financial condition or operations of the Bond Bank as the Bank may reasonably request;
- (6) To promptly furnish to the Bank a copy of all notices, reports, statements, and other communications sent, given, or delivered by the Bond Bank pursuant to or in connection with the Indenture;

- (7) Not to create or suffer to exist any liens, security interests, or other encumbrances with respect to the collateral pledged to the Bank under the Credit Facility Agreement, other than as contemplated by the Indenture; and
- (8) (i) To regularly review the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on such Warrants, together with other Revenues, will be sufficient to provide for the timely payment of the principal of and interest on the Notes without taking into account any advances made or available to be made under the Credit Facility, and (ii) to pursue all necessary and appropriate actions not inconsistent with the powers and purposes of the Bond Bank under the Act in order to remedy any actual or anticipated deficiency in funds available for payment of the principal of and interest on the Notes and deposit any amounts received or otherwise made available by the Bond Bank pursuant to its actions taken into the General Fund under the Indenture for the payment of the principal of and interest on the Notes.

### **Events of Default**

Each of the following will constitute an event of default under the Credit Facility Agreement:

- (a) Default in the payment when due, whether by acceleration or otherwise, of any amounts payable under the terms of the Credit Facility Agreement;
- (b) The Bond Bank becomes insolvent or admits in writing its inability to pay its debts as they mature or is adjudicated a bankrupt or insolvent; or the Bond Bank applies for, consents to, or acquiesces in the appointment of a trustee or receiver for itself or any of its property, or makes a general assignment for the benefit of creditors; or a trustee or receiver is appointed for the Bond Bank or for a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by the Bond Bank or against the Bond Bank and is consented to or acquiesced in by the Bond Bank and remains undismissed for sixty (60) days;
- (c) Failure by the Bond Bank to comply with any of the covenants set forth in the Credit Facility Agreement, and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank;
- (d) Any warranty or representation made by the Bond Bank in the Credit Facility Agreement proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice or other writing furnished by the Bond Bank to the Bank proving to have been false or misleading in any material respect when made or delivered;
- (e) Failure by the Bond Bank to comply with or perform any covenant or other provision of the Credit Facility Agreement and the Facility Note and continuance

of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank; and

- (f) Failure of the Bond Bank to comply with or perform any covenant or provision of the Indenture, the Notes, the Agreements, or any agreement, document, or instrument executed pursuant thereto, which failure constitutes an “event of default” as defined in such document or agreement, or allows the holder or holders of such obligation, or any trustee for such holders, to pursue its remedies thereunder.

If any event of default occurs and is continuing, then at the election of the Bank, (a) all credit obligations under the Credit Facility Agreement will become immediately due and payable, without demand, presentment, protest, or notice of any kind; (b) the Bank will have the right to terminate the Credit Facility Agreement upon seven (7) banking days’ written notice to the Bond Bank and the Trustee, which termination will become effective on the date specified in the notice; (c) the Bank may pursue its rights with respect to the collateral pledged thereto under the Credit Facility Agreement; (d) all outstanding principal and interest on the Facility Note will become immediately due and payable; and (e) the Bank will have the rights and remedies available to it under the Indenture, the Agreements, the Credit Facility Agreement and the Facility Note or otherwise available pursuant to law or equity.

### **Termination**

The Bank will not exercise its rights to terminate the Credit Facility Agreement until an event of default specified thereunder has occurred and is continuing. The Bank agrees that in the event it determines to terminate the Credit Facility Agreement, the Bond Bank will be permitted to demand payment in the full amount available under the Credit Facility Agreement after receipt of notification of termination and prior to the termination date, which will be set forth in the notification and will not be less than seven (7) banking days after delivery of such notification to the Bond Bank and the Trustee.



## **APPENDIX F**

### **NATIXIS FUNDING CORP.**

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**NATIXIS FUNDING CORP.**

Natixis Funding Corp., a New York corporation (“NFC”), is a wholly-owned subsidiary of Natixis Capital Markets Inc., which is a subsidiary of NATIXIS (“NATIXIS”), a limited liability company with executive and supervisory boards (*société anonyme à directoire et conseil de surveillance*) governed by French law (the “Guarantor”). NFC changed its name from IXIS Funding Corp. in March 2007.

The obligations of NFC under the Investment Agreement are guaranteed by NATIXIS. NATIXIS has long-term debt ratings from Standard & Poor's, Moody's and Fitch of “AA”, “Aa2” and “AA-”, respectively, and short-term debt ratings from Standard & Poor's, Moody's and Fitch of “A-1+”, “P-1” and “F1+”, respectively.

NATIXIS is majority-owned in equal shares by Caisse Nationale des Caisses d’Epargne et de Prévoyance (“CNCEP”) and Banque Fédérale des Banques Populaires, each of which is a French bank organized as a *société anonyme à directoire et conseil de surveillance*.

Natixis Capital Markets Inc. will provide without charge a copy of the most recent publicly available annual report of Natixis Capital Markets Inc. and NATIXIS. Written requests should be directed to David L. Askren, Corporate Secretary, Natixis Capital Markets Inc., 9 West 57th Street, New York, New York 10019; telephone (212) 891-6152.

NFC has not participated in the preparation of this offering document and has not reviewed and is not responsible for any information contained herein, other than the information contained in the immediately preceding four paragraphs.

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